The Order of the Court is stated below:
Dated: November 03, 2026 04:40:31 PM **/s/** JARED ELDRIDGE
District Court Judge

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IN THE FOURTH JUDICIAL DISTRICT COURT, IN AND FOR UTAH COUNTY, STATE OF UTAH, SPANISH FORK DEPT.

In the matter of the marriage of: KATHERINE TILLEY, Petitioner, and AARON TILLEY Respondent.	**DECREE OF DIVORCE** Case No: 264300096 Judge: Hon. Jared Eldridge Commissioner: Hon.

The above-entitled matter came before the Court on Petitioner KATHERINE TILLEY'S ("Petitioner") *Verified Petition for Decree of Divorce*, the parties' *Stipulated Settlement Agreement*, and Respondent, AARON TILLEY'S ("Respondent") *Declaration of Jurisdiction and Grounds*, and Respondent's *Affidavit of Income Verification and Statement of Compliance with the Child Support Guidelines*. The Court having considered the above, together with the pleadings and papers filed to date, being otherwise fully advised, and having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED, AND DECREED:

That the parties' marital relationship is hereby dissolved, absolute, and final, by the entry of this *Decree of Divorce* ("Decree").

JURISDICTION AND VENUE

1. The parties are and were for ninety (90) days prior to the filing of this Petition, actual and bona fide residents of Utah County such that venue is proper in this Court.

2. This Court has jurisdiction pursuant to U.C.A. § 78A-5-102(1).

MARRIAGE AND SEPARATION

3. The parties were married on June 29, 2007, in Salt Lake City, Salt Lake County, Utah and are presently married.

4. The parties have been separated since on or about August 22, 2025, and are not currently residing together.

GROUNDS

5. The parties have experienced significant marital problems that they have been unable to resolve. The parties shall be granted a divorce on the grounds of irreconcilable differences and pursuant to U.C.A. § 81-4-405(1)(h).

CHILDREN AND CHILD CUSTODY JURISDICTION

6. The parties have three children born as issue of the parties' marriage: J.L.Y.T. (female), born April 2008, who has reached the age of majority ("Adult Child"); J.M.C.T. (male), born January 2010; and J.E.L.M.T. (female), born February 2012. J.M.C.T. and J.E.L.M.T. are minors and are referred to herein individually or collectively as the "Child," "Children," "Minor Child," or "Minor Children."

7. Utah has jurisdiction to make any children custody determination pursuant to U.C.A. § 81-11-201(1)(a). The children have resided in Utah for at least six (6) consecutive

months immediately before commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and therefore, the above-entitled Court has jurisdiction to make an initial child custody determination in this matter pursuant to U.C.A. § 81-11-201(1)(a).

8. Respondent states under information and belief, pursuant to Rule 100 of the Utah Rules of Civil Procedure, that there are no other proceedings in any other court concerning the minor children in this state or any other state or country that would interfere with this Court's authority to issue initial children custody, children support, and parent-time order.

9. Venue is proper pursuant to U.C.A. § 81-4-402(1)(a).

CUSTODY AND PARENT-TIME

10. The parties shall be awarded joint legal custody of the minor children.

11. The parties shall be awarded joint physical custody of the minor children with the parties exercising parent-time as the parties agree or at minimum, pursuant to U.C.A. § 81-9-305 for minor J.E.L.M.T. and as the parties agree or at minimum, pursuant to U.C.A. § 81-9-302 for minor J.M.C.T. Petitioner shall be awarded 183 overnights, and Respondent shall be awarded 182 overnights for J.E.L.M.T. Petitioner shall be awarded 254 overnights and Respondent shall be awarded 111 overnights for J.M.C.T.

12. For J.M.C.T., the parties shall exercise parent-time as mutually agreed in writing, or, at a minimum, alternating weekends and a mid-week visit each Thursday from the time the minor child is regularly dismissed from school until 8:30 p.m., or, if school is not in

session, a visit of not less than three hours. For holidays and school breaks, the parties shall follow U.C.A. § 81-9-302 unless otherwise mutually agreed upon in writing. The parties shall create a summer parent-time schedule for J.M.C.T. that aligns with and provides for the 111 overnights awarded to Respondent. The parties may allow J.M.C.T. flexibility in where he stays, as mutually agreed in writing, provided such flexibility does not alter the underlying parent-time schedule unless both parties consent.

13. For J.E.L.M.T., the parties shall exercise alternating-week parent-time, with week-on/week-off exchanges occurring on Mondays at the time the minor child is regularly dismissed from school, or, if school is not in session, on Mondays at 9:00 a.m., unless otherwise mutually agreed in writing. If school is not in session on a day when parent-time is scheduled to begin, the parties shall follow U.C.A. § 81-9-305 unless otherwise mutually agreed upon in writing.

14. The parent whose parent-time it is shall pick up at the beginning of his or her parent-time unless the minor child can drive himself or herself.

15. Each parent shall give 48 hours' notice in writing if that parent will not be exercising scheduled parent-time. Unless such notice is received, the other parent shall assume that parent-time will take place as scheduled. Any modifications, trades, or changes to parent-time must be in writing and mutually agreed upon by both parties prior to the commencement of the affected parent-time. Informal or verbal agreements are not enforceable. Written agreement may be evidenced through text message or email.

16. The parties shall exercise holiday parent-time as they agree. They shall work together to create a holiday schedule which is in the children's best interest. Non-school days contiguous to school holidays and breaks shall become part of that school holiday or break. Respondent shall be the noncustodial parent, and Petitioner shall be the custodial parent. The minor children shall travel together for parent-time, holidays, and school breaks whenever it is practical to do so. Although the children follow different parent-time schedules, the parties shall coordinate travel so the children arrive and depart together for weekend parent-time and extended breaks unless doing so is impracticable or contrary to the children's best interests. If the parties are unable to create a holiday schedule the parties shall follow the holiday schedule below.

Holiday	**Holiday Time Period**	**Years NonCustodial Parent is Granted Holiday**	**Years Custodial Parent is Granted Holiday**
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the

			order.
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

17. The parties shall exercise a summer break schedule in accordance with U.C.A. § 81-9-305.

18. In the odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1st of that parent's summer plans. The custodial parent shall provide notice by May 15th. The reverse shall apply for even-numbered years. If a party fails to give timely notice, then summer plans shall be set on a first come first served basis.

FINANCIAL NEEDS OF THE CHILDREN AND CHILDREN SUPPORT

19. For purposes of determining child support, Petitioner's gross monthly income shall be $7,648, and Respondent's gross monthly income shall be $9,351.

20. Child support shall be based upon the combination of two joint physical custody worksheets, one for each minor child, calculated pursuant to Utah Code § 81-6-206. For J.E.L.M.T., child support shall be calculated based upon Petitioner exercising 183 overnights and Respondent exercising 182 overnights. For J.M.C.T., child support shall be calculated based upon Petitioner exercising 254 overnights and Respondent exercising 111 overnights.

21. For J.M.C.T., the calculated base child support amount is $794 per month. For J.E.L.M.T., the calculated base child support amount is $53 per month. The combined base child support obligation for both minor children is therefore $847 per month, payable by Respondent to Petitioner, subject to the insurance-premium credit provided below.

22. In addition to the base child support obligation, the parties shall have the following responsibilities for expenses incurred on behalf of the minor children:

a. The parties shall share equally the minor children's school fees, school lunches, and the cost of one extracurricular activity per minor child.

b. The parties shall each pay fifty percent (50%) of the automobile insurance premiums attributable to the minor children. Respondent shall select the automobile insurance company. Each party shall pay that party's share directly to the insurance company by the applicable payment due date. Respondent shall provide Petitioner with the information necessary to make those payments, including the amount due, payment due dates, and payment instructions.

c. Respondent currently provides health insurance for the minor children through TRICARE and dental and vision coverage through Aetna. To the extent Respondent actually pays a premium attributable to coverage of the minor children, Respondent shall receive a credit against his monthly child support obligation for Petitioner's one-half share of the minor children's portion of the premium, calculated in accordance with Utah Code § 81-6-208. If Respondent pays no premium for a particular coverage, no premium credit shall be taken for that coverage. Respondent shall not receive a duplicate credit for any insurance-premium expense already included in calculating the $847 monthly child support obligation.

d. Petitioner shall be responsible for:

(1) one-half of the minor children's portion of any health, dental, and vision insurance premiums actually paid for coverage of the minor children, calculated as provided by Utah Code § 81-6-208;

(2) one-half of all reasonable and necessary uninsured and unreimbursed medical expenses, including co-payments, co-insurance, and deductibles;

(3) one-half of all reasonable work-related childcare expenses; and

(4) the cellular telephone costs for both minor children.

23. Child support payments for each minor child shall continue through to the last day of the month in which the minor child turns eighteen (18) years of age or the month the minor child is anticipated to graduate high school, whichever is later.

24. Child support payments shall commence the month immediately following the entry of the Decree. The payment schedule will be:

a. One half by the 5th day of each month, and

b. The other half by the 20th day of each month.

c. Child support not paid by the 5th day of the month is past due on the 21st day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

d. The issue of past due child support may be decided by future court or administrative action.

e. The parties must notify each other within 30 days of any change in his or her income. The parties may follow the Utah Code to seek a remedy to change support based on a change in income or the other party's change in income.

f. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or have graduated from high school during the child's normal and expected year of graduation,

whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. § 81-6-213.

g. Respondent's income shall be subject to immediate income withholding under U.C.A. §§ 81-6-202(10)(f) and 26B-9-403. Neither party has presently requested commencement of withholding. Unless and until withholding is commenced, Respondent shall pay child support directly as ordered. Either party shall be permitted to commence withholding by applying for services through the Utah Office of Recovery Services or by filing an ex parte motion under U.C.A. § 26B-9-405.

HEALTH CARE COVERAGE AND MEDICAL COSTS

25. **Health, Dental, and Vision Insurance.** Pursuant to Utah Code § 81-6-208, the parties shall provide health care coverage for the minor children and shall maintain health insurance for the minor children when available at a reasonable cost. Husband currently provides health insurance for the minor children through TRICARE and dental and vision coverage through Aetna. The minor children also currently have secondary dental coverage through EMI Health. Subject to Court approval, Husband shall continue to maintain the minor children on his TRICARE health coverage and Aetna dental and vision coverage so long as such coverage remains available to him at a reasonable cost and provides appropriate coverage for the minor children. Nothing in this paragraph requires Husband to select a particular health-

insurance premium or deductible structure so long as the coverage otherwise complies with Utah law.

26. **Coordination of Health, Dental, and Vision Coverage.** If the minor children are also covered by health insurance maintained by Wife that constitutes other health insurance under applicable TRICARE requirements, Wife's health insurance shall be primary and Husband's TRICARE coverage shall be secondary, consistent with applicable federal law and TRICARE coordination-of-benefits requirements. If the minor children are not covered by other health insurance that is required to pay before TRICARE, Husband's TRICARE coverage shall provide health coverage in accordance with applicable federal law and the terms of the TRICARE plan. Aetna shall be the primary dental coverage for the minor children and EMI Health shall be the secondary dental coverage, so long as both coverages remain in effect and are coordinated in that manner under the applicable plans. Aetna is currently the sole vision coverage for the minor children.

27. **Statutory Primary and Secondary Coverage Provision.** Pursuant to Utah Code § 81-6-208(7), the following provision shall apply:

> "If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of KATHERINE TILLEY shall be primary coverage for the child and the health insurance plan of AARON TILLEY shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 child."

The foregoing statutory designation applies to health insurance coverage and shall be administered consistently with controlling federal law and TRICARE coordination-of-benefits requirements.

28. **Allocation of Insurance Premiums.** The parties shall each be responsible for one-half of the out-of-pocket cost actually paid for the minor children's portion of health insurance premiums. Because Husband currently provides the insurance coverage, Wife shall be responsible for one-half of the minor children's portion of the premium actually paid by Husband for their coverage. The minor children's portion of the premium shall be calculated in accordance with Utah Code § 81-6-208 by dividing the premium actually paid by the number of persons covered under the policy and multiplying that amount by the number of minor children covered under this Decree. If dental or vision coverage is separately charged, the same per-capita method shall be used to determine the minor children's portion of those premiums. If Husband pays no premium for a particular coverage, there shall be no premium reimbursement due for that coverage.

29. **Payment or Credit for Premiums.** To the extent Wife's one-half share of the minor children's insurance premium has not already been accounted for through the child-support calculation or another credit allowed under Utah Code § 81-6-208, Wife shall reimburse Husband for her one-half share within thirty (30) days after receiving documentation

showing the premium actually paid and the amount attributable to the minor children. The same insurance-premium expense shall not be recovered twice.

30. **Verification and Changes in Coverage.** The parent maintaining insurance coverage for the minor children shall provide the other parent with verification of coverage upon initial enrollment and thereafter on or before January 2 of each calendar year. The parent maintaining coverage shall also provide written notice to the other parent of any change in insurance carrier, premium, or benefits within thirty (30) calendar days after the parent first knew or reasonably should have known of the change, as required by Utah Code § 81-6-208.

31. **Uninsured and Unreimbursed Expenses.** The parties shall equally divide all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, including co-payments, co-insurance, deductibles, orthodontic expenses, vision and optical expenses, prescription and pharmaceutical expenses, and reasonable and necessary counseling or mental-health expenses.

32. **Documentation and Reimbursement of Expenses.** A parent who incurs or pays an expense described in the preceding paragraph shall provide the other parent with written verification of the expense and payment within thirty (30) days after payment. Verification may include a bill, receipt, invoice, explanation of benefits, or other documentation reasonably sufficient to establish the nature of the expense, the amount charged, the amount paid or reimbursed by insurance, and the remaining amount owed. The other parent shall reimburse the paying parent for that parent’s one-half share within thirty (30) days after receiving the required documentation.

33. **Failure to Timely Provide Documentation.** Consistent with Utah Code § 81-6-208, a parent who fails to timely provide written verification of an uninsured or unreimbursed medical or dental expense may be denied the right to receive credit for the expense or recover the other parent's share of the expense.

34. **Coordination of Benefits and Claims.** The parties shall reasonably cooperate in submitting claims, exchanging insurance cards, claim forms, explanations of benefits, receipts, and other information necessary to obtain available insurance benefits and coordinate primary and secondary coverage. Neither party shall intentionally take or fail to take an action that unnecessarily causes otherwise-covered expenses for the minor children to become uninsured or unreimbursed.

35. **Loss or Unavailability of Husband's Coverage.** If Husband's TRICARE health coverage or Aetna dental or vision coverage for the minor children terminates or ceases to be available at a reasonable cost, Husband shall promptly notify Wife. If the minor children's secondary dental coverage through EMI Health terminates or materially changes, the parent maintaining that coverage shall promptly notify the other parent. The parties shall then review the health, dental, or vision coverage reasonably available to either parent, as applicable. Health insurance for the minor children shall thereafter be maintained as required by Utah Code § 81-6-208. Any change in the court-ordered designation of primary and secondary health insurance coverage shall be made in accordance with Utah law, applicable federal law governing TRICARE, and, when necessary, further order of the Court.

36. **Separate Billing and Provider Protections.** Either parent may provide a medical or dental provider with a copy of this Decree and request separate billing of the parties' respective shares as permitted by Utah Code § 15-4-6.7. A parent seeking the billing, collection, or credit-reporting protections afforded by that statute shall be responsible for timely providing the provider with a copy of this Decree and making any request required by the statute. The parties' respective obligations for the minor children's medical and dental expenses and health-insurance coverage shall otherwise be governed by this Decree and Utah Code §§ 81-6-202 and 81-6-208.

DEPENDENT CHILDREN FOR TAX PURPOSES

37. For tax year 2026, Respondent shall be entitled to claim the parties' Adult Child, J.L.Y.T., as a dependent, and Petitioner shall be entitled to claim the parties' two minor children, J.M.C.T. and J.E.L.M.T., as dependents, provided each child otherwise qualifies to be claimed under applicable federal and state tax law. Beginning with tax year 2027, each party shall be entitled to claim one of the parties' two minor children each year while both children remain eligible to be claimed as dependents. When the older of the two minor children is no longer eligible to be claimed as a dependent, the parties shall alternate claiming the remaining eligible child, with Petitioner claiming the first tax year thereafter and Respondent claiming the subsequent tax year, continuing to alternate for so long as the child remains eligible to be claimed as a dependent.

38. In any tax year allocated to the noncustodial parent for claiming the child as a dependent, the custodial parent shall execute IRS Form 8332 and provide it to the noncustodial

parent no later than January 31 of the following year, to ensure the noncustodial parent may properly claim the child for federal and state tax purposes.

39. The child support obligor shall only be permitted to claim the tax credit so long as he or she is current in base child support payments and current in all other expenses associated with the minor children by the end of each calendar year.

PARENTING PLAN

40. Respondent respectfully submits this proposed Parenting Plan in accordance with U.C.A. § 81-9-203. The terms and conditions of the parties' legal custody and physical custody of the parties' shared children are set forth herein. The parties affirmatively allege that they present this Parenting Plan with the genuine belief that it is in the children's best interest. In this Parenting Plan Respondent is referred to as Father and Petitioner is referred to as Mother.

41. Mother's home address shall be the primary residence for purposes of determining the children's school enrollment, attendance, and feeder schools through high school graduation or the equivalent, as applicable.

42. **Joint Legal Custody/Decision Making Process:** The parties shall be awarded joint legal custody with neither party having the final say.

43. The parties shall not involve the children in disputes or disagreements that may arise between the parties at any time or in any way.

44. Both parties shall treat each other with dignity and respect when in the presence of the children.

45. The parties shall each have one copy of each of the minor children's birth certificates.

46. The parties shall be polite and behave maturely during the exchanges of the children.

47. Day-to-day decisions regarding the care, control, and discipline of the parties' children shall be made by the parent with whom the children are currently residing with at that time.

48. The parties shall make emergency decisions affecting the health or safety of the children when they are in their custody and control. A parent who makes an emergency decision must notify the other parent of the decision as soon as reasonably possible.

49. The parties shall work together to make decisions in the best interests of the minor children, including making major decisions involving medical care, religious upbringing, and education for the minor children. If the parties are unable to agree they shall first consult a professional related to the disagreement (coach, teacher, doctor, therapist, etc.). If after consultation with a professional, the parties still disagree, one good faith session of mediation must be attended, with each party sharing the cost of mediation equally before a party can bring an issue to court.

50. The parties shall communicate and share information regarding the minor children's development, including school records, medical, vision, and dental treatment, therapy, extracurricular activities, sports, and other appropriate information with each other.

51. The parties shall notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible.

52. Both parties shall communicate through email or text message, unless it is a time sensitive or emergency issue, which then constitutes a telephone call.

53. The parties shall not schedule or promote to the children any special events or activities that fall on the other parent's parent-time without first notifying the other parent and offering them the opportunity to reschedule their parent-time accordingly.

54. The parties shall keep the other parent informed as to their current residential address, home phone number, work phone number, cell phone numbers, email addresses, and other important contact information, including how to be reached in the event of an emergency.

55. Both parties shall have access to the children during school and shall have the authority to check the children out of school.

56. **Difference in Parenting Styles:** It is probable that differences in parenting styles have and will occur. To that extent, the parties shall focus their attention on conversations regarding the children rather than each other and encourage the children to understand that differences occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the children so long as it is not detrimental.

57. **Consistency in Raising the Children:** There will undoubtedly be inconsistencies in the way each party creates ground rules and imposes discipline on the

children. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes, which shall include curfew, bedtime, homework, types of movies and video games, frequency of TV, and computer time. If the children complain about a particular parent's rules for the children, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the children in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had with the other parent without going through the children.

58. **Extended Family Relationships:** The parties shall encourage the children to maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue.

59. **Maintaining Contact When Children are With the Other Parent:** Regardless which parent the children are with at any given time, each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children.

60. **Travel:** When either parent plans travel involving the minor children, the travelling parent shall provide the other parent with a written itinerary with the following information for emergency purposes as soon as it becomes available upon the purpose or confirmation of travel arrangements, and no later than immediately prior to departure in the case of standby or last minute travel:

a. Travel dates of departing and returning flights

b. Airline names, flight numbers, and itinerary

c. Destination, lodging, and/or residence address(es)

d. Names and contact information, including phone numbers of individuals with whom the children will be staying or traveling

e. Whether the children will be travelling accompanied or unaccompanied

f. A designated reachable emergency contact who will be available during the travel period

61. **Relocation:** Neither party shall relocate more than 25 miles away from the other parent's current residence. If a party moves beyond the 25-mile limitation, the parties shall follow the notice, hearing, and parent-time visitation requirements of U.C.A. § 81-9-209. The nonmoving parent may request a hearing to determine if there shall be a change in custody.

62. **School Fees and Expenses:** The parties shall equally share the minor children's school fees and school lunches as provided in Paragraph 22 above.

63. **Extracurricular Activities and Sports:** The parties shall encourage and support the children's participation in extracurricular activities and sports. The parties shall equally share the cost of one extracurricular activity per minor child as provided in Paragraph 22 above. For any additional activities, the parties shall equally share the cost of an activity and related equipment only if the activity is agreed to in writing by both parties. A parent who enrolls a minor child in an additional extracurricular activity without the other parent's written agreement shall be solely responsible for the cost of that activity.

64. The parties shall enroll the children in a reasonable number of activities and shall not purposefully try to supplant parent time with activities. The parties shall not purposefully deny a child entrance into an extracurricular activity for the purpose of making the other parent bear the cost entirely.

65. The parties shall attempt to allow participation in activities in which the children express a desire to participate.

66. The parties shall facilitate participation in scheduled extracurricular activities or else forfeit parent-time during the activities if the other parent is able to facilitate participation.

67. **Disparaging Remarks:** Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the children from doing so as well.

68. **Religious Affiliation:** The parties shall support and respect one another's religious preferences and may encourage the children's participation in religious services and activities with either parent. If J.E.L.M.T. desires to attend services in her historic LDS ward during Respondent's parent-time, the parties shall permit her to do so. Petitioner agrees to provide transportation. Each parent may choose whether to attend religious services and activities with the children during his or her parent-time, and neither parent shall be required to take the children to a specific religious congregation during his or her parent-time absent mutual written agreement. Religious ordinances may be performed with the consent of both parents, taking into account the children's wishes. Respondent acknowledges Petitioner's desire to raise the children in the LDS faith and agrees to support and respect that preference.

Respondent is encouraged, but not legally required, to facilitate the children's participation in LDS services and activities during his parent-time.

69. **Medical Decisions:** The parties shall notify one another of any illness that the children have while in their home for parent time. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, vision, dental, or mental health professionals.

70. Neither party shall enroll the children in services such as counseling or begin a program of prescribed medications for either physical or mental health without first notifying the other parent of the need for such a service or medications and involving the other parent in choosing the professional who shall see the children. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.

71. In the event of a medical emergency, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.

72. **Children's Bill of Rights**: The Parents shall each abide by the Children's right to: (a) not to be asked to "choose sides" between the parents; (b) not to be told the details of the divorce; (c) not to be told "bad things" about the other parents; (d) to privacy when talking to

either parent on the telephone; (e) not to be questioned after visiting or talking with the other parent; (f) not to be asked to be a messenger from one parent to the other; (g) not to be asked by one parent to tell the other parent untruths; (h) not to be used as a confidant regarding the divorce proceedings; (i) to express feelings, whatever those feelings may be; (j) to choose not to express certain feelings; (k) to be protected from parental warfare; and (l) to love both parents.

73. Except for the insurance-premium credit expressly authorized in Paragraph 22(b), parents shall not offset reimbursement obligations against other amounts owed, nor aggregate multiple deductions within a single reimbursement payment so as to preserve a transparent accounting trail.

74. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final *Decree of Divorce* shall not be affected.

75. If either party violates any terms of the Parenting Plan, once approved by the Court, and court action becomes necessary, the violating party shall be held in contempt and shall pay attorney's fees and costs necessary to enforce this plan. Mediation or the appointment of a Special Master shall not be required to bring a motion to enforce a provision of this Parenting Plan.

END OF PARENT PLAN

ALIMONY

76. Neither party shall be awarded alimony.

REAL PROPERTY

77. During the course of the marriage, Respondent acquired a marital interest in the real property located at 343 W. 480 S., American Fork, Utah ("Property"). The Property, together with all associated obligations, encumbrances, and equity, shall be divided equitably between the parties. Petitioner shall remain in the Property and shall have exclusive possession and occupancy for two years from the first day of the first month following the entry of the Decree. Beginning on the first day of the first month following entry of the Decree, Petitioner shall be solely responsible for all mortgage payments, expenses, obligations, property taxes, hazard insurance, escrow costs, utilities, Property-related services, internet, streaming services, repairs, maintenance, and all other carrying costs associated with maintaining and possessing the Property.

78. The parties agree the Global Settlement described below equitably compensates Respondent for his portion of the equity in the Property. If Petitioner cannot pay Respondent the $100,000 at the end of two years after the first day of the first month following entry of the Decree, the Property shall be listed for sale. Petitioner shall pay the $100,000 from the net proceeds of the sale of the Property.

GLOBAL SETTLEMENT

79. At the closing of the sale or refinance of the Property, Respondent shall receive a sum of One Hundred Thousand and No/10ths Dollars ($100,000).

80. Petitioner shall pay to Respondent a sum of Twenty-Thousand and No/10ths Dollars ($20,000) to be paid from Petitioner within Fifteen (15) days of the date of entry of the Decree.

81. Petitioner shall pay to Respondent a sum of Twenty-Thousand and No/10ths Dollars ($20,000) to be paid from Petitioner by September 15, 2026.

82. Payment of the foregoing sums constitutes a full and final settlement of all remaining financial issues between the parties, including but not limited to, any claims relating to alimony and retirement benefits. By entering into the parties' Stipulation, each party agrees, acknowledges, and expressly waives any and all future claims for alimony from the other party and any claim to the other party's retirement benefits, whether currently existing or arising in the future even if a material and substantial change in circumstance has occurred, except as provided in the contingent pension-increase provision below.

83. If federal legislation commonly known as the Major Richard Star Act, or any substantially similar law, is enacted and results in an increase to Respondent's military retired pay or concurrent receipt of military retired pay, Petitioner shall be entitled to fifty percent (50%) of any such increase. The parties shall cooperate in providing documentation necessary to calculate the increased amount, including updated DFAS statements, and any other relevant records. This provision shall apply only to the increase attributable to the enactment of such legislation and shall not modify the parties' division of the existing global settlement resolving the issue of retirement benefits under this Decree.

LIFE INSURANCE

84. Respondent shall maintain the current life-insurance policy in effect, with the minor children designated as the beneficiaries. Petitioner shall be removed as a beneficiary.

MOTOR VEHICLES

85. The parties have acquired vehicles during the marriage. The vehicles, together with any associated indebtedness, shall be awarded to the party in possession of such vehicle, free and clear of any claim by the other party. Each party shall be responsible for any loan payments, insurance payments, or maintenance costs for their own vehicle.

86. Once a vehicle has been divided, each party is free of any claim or interest by the other party to that vehicle, both indemnifying and holding the other party harmless thereon.

87. The parties shall return all keys in his /her possession to the other party.

88. Both parties shall execute any and all documents necessary to effectuate the assignment and refinance of these vehicles.

PERSONAL PROPERTY

89. During the course of the marriage, the parties acquired personal property, which has already been divided equitably between the parties.

90. Each party shall be awarded their personal effects, any family heirlooms or property passed down through their family.

91. The parties shall be responsible for any debt associated with any item of personal property that is awarded to them and shall hold the other party harmless therefrom in the event the debt on the item was incurred jointly.

92. Each party shall be awarded any personal property acquired before the marriage or received by gift or by inheritance during the marriage.

93. Respondent is awarded beekeeping equipment, Respondent's grandfather's table saw, military books, Respondent's high school and mission memorabilia, and vehicle bicycle rack. Within two (2) weeks from the date of entry of the Decree, Petitioner will gather these items and make them available for Respondent to retrieve the items at a mutually agreed upon day and time.

94. Petitioner is awarded the following firearms to be held for the benefit of the parties' son, J.M.C.T.: a 20-gauge shotgun, a 12-gauge over-under shotgun (both to be transferred to J.M.C.T. at age eighteen), two .22-caliber revolvers, a .45-caliber Springfield Armory handgun (to be transferred to J.M.C.T. at age twenty-five), and a Savage .243 hunting rifle to remain the property of the Petitioner. Respondent is awarded all remaining firearms. Respondent shall keep the above-described guns in his gun safe until Petitioner has been able to acquire a gun safe of her own, at which time the parties will agree to a mutually agreed upon day and time for the exchange.

95. Petitioner shall obtain and transition to her own cellular-phone plan no later than July 15, 2026, measured from the date of mediation described above.

BUSINESS INTERESTS

96. There are no known business interests acquired by the parties during the marriage.

FINANCIAL ACCOUNTS

97. During the course of the marriage, the parties acquired financial accounts. Each party shall be awarded the financial accounts in his or her own name, free and clear of any claim by the other party. The parties shall remove their name from accounts awarded to the other party, if applicable.

RETIREMENT

98. Both before and during the course of the marriage, the parties acquired retirement accounts, plans, and/or benefits. Each party shall retain interest in his or her own retirement accounts, plans, and/or benefits, free and clear of any claim by the other party.

DEBTS AND OBLIGATIONS

99. During the course of the marriage the parties acquired debts and obligations. Each party shall retain interest of any debt or obligation in his or her own name, free and clear of any claim by the other party.

100. The parties shall be solely and exclusively responsible for any debts incurred since the date of separation.

MUTUAL RESTRAINING ORDERS

101. Neither party shall use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

102. Neither party shall send to the other party any abusive emails, texts, or voice mails.

103. The parties shall be restrained from committing, threatening to commit, or engaging in any conduct that could reasonably be construed as any form of domestic violence or domestic abuse against the other party.

104. Both parties shall be mutually restrained from harassing, annoying, or otherwise engaging in conduct that operates to unreasonably bother or interfere with the other.

105. Both parties shall not interfere with the employment of the other party in any way.

ATTORNEY'S FEES AND COSTS

106. Each party shall be responsible for his or her own attorney's fees, costs, and expenses incurred in this proceeding.

MISCELLANEOUS/OTHER RELIEF AS EQUITY REQUIRES

107. Petitioner shall have the right to change her name to her maiden name "Chen" if and when she so desires.

108. After a Decree is issued by this Court, if a dispute ever arises between the parties concerning the terms and provisions in their Decree, they shall first participate in good faith in at least one session of mediation prior to returning to court to resolve their dispute. Notwithstanding, this mediation requirement shall not apply to a motion to address an emergency matter or issues of enforcement.

109. The parties shall execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of the Decree, which shall be entered by the Court. Each party shall be ordered to execute such deeds, contracts, agreements, titles, or other

conveyances as may be necessary to transfer the property awarded to the parties in a timely manner.

110. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of the Decree to be entered herein, the prevailing party shall be entitled to reasonable attorneys' fees and costs to enforce the provisions of the Decree.

END OF DOCUMENT

*****Judge's signature and seal appear at top of first page.*****

DATED this 14th day of October2026

HARWARD & HAWES, PLLC
/s/ Geniel M. Ashcraft
Geniel M. Ashcraft
Attorney for the Respondent

NOTICE

PLEASE TAKE NOTICE that above and foregoing *Decree of Divorce* will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7.

APPROVED AS TO FORM on October 13, 2026

/s/ Matthew Wood
MATTHEW WOOD, *Attorney for Petitioner*
(Electronically signed by Geniel M. Ashcraft with permission from Matthew Wood via email on 10/13/2026.)

CERTIFICATE OF SERVICE

I certify that on September 23, 2026, I served a true and correct copy of the foregoing proposed ***Decree of Divorce*** and on October 12, 2026, I served a true and correct copy of Paragraph 22b on Petitioner's counsel, Matthew Wood, via his email address, matthew@9thsouthlaw.com for review and approval as to form.

Matthew Wood
Attorney for Petitioner
matthew@9thsouthlaw.com

/s/ Geniel M. Ashcraft
Geniel M. Ashcraft