The Order of the Court is stated below:
Dated: November 04, 2026 10:47:54 AM **/s/** RYAN P.C. STACK
District Court Judge

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IN THE DISTRICT COURT OF UTAH

FOURTH JUDICIAL DISTRICT, UTAH COUNTY

137 North Freedom Boulevard, Provo, Utah 84601

In the Matter of the Marriage of: **JUSTIN BRUCE HOLSINGER,** Petitioner, and **KARI JENSEN HOLSINGER,** Respondent.	**DECREE OF DIVORCE** Case No. 254401717 Judge: Ryan Stack Commissioner: Marian Ito

Respondent, **KARI JENSEN HOLSINGER**, by and through her counsel of record, Rand G. Lunceford of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DIVORCE

1. Marriage and Separation. The parties married on December 4, 2015, in Utah County, Utah and are presently married. The parties separated on or about May 30, 2025.

2. Grounds for Divorce. During the marriage, irreconcilable differences have arisen between the parties, destroying the legitimate objects and purposes of matrimony and rendering further marital relations between them impossible.

3. Entry of Decree. A Decree of Divorce will be entered dissolving the marriage of the parties' based on irreconcilable differences. The Decree will become final upon signing by the Court.

4. Residency Requirements. Both parties are residents of Utah County, State of Utah, and have resided there for more than three months immediately prior to the filing of the Petition for Divorce, satisfying the jurisdictional requirements of Utah Code Annotated § 81-4-402(1).

5. Court Jurisdiction and Venue. The Fourth Judicial District Court for Utah County, State of Utah, has subject matter jurisdiction and personal jurisdiction over the parties, and is the proper venue for entry of the Decree of Divorce.

A. Children of the Marriage. The parties have two (2) children born of their marital relationship: K.H., born September 2020, and E.H., born February 2023, ("the children").

6. Physical/Legal Custody. The parties shall share joint physical custody of the children in accordance with the parent time schedule set forth herein. The parties shall share joint legal custody of the children as outlined herein

7. Basic Parent-Time Until Beginning of the 2028-2029 School Year. Until the beginning of the 2028-2029 school year, Justin shall exercise basic parent-time with the children as follows:

a. Midweek Overnight Parent-Time. Justin shall exercise midweek overnight parent-time every Thursday. When school is in session on Thursday, Justin's parent-time shall begin when he picks up the children from school, unless he notifies Kari in writing at least 24 hours in advance that he is unavailable to do so. If school is not in session on Thursday, Justin's parent-time may begin as early as 9:00 a.m., provided Justin is available and his work schedule allows. Justin's Thursday overnight parent-time shall end the

following morning when he delivers the children to school. If school is not in session the following morning, Justin's parent-time shall end at 9:00 a.m., unless otherwise agreed in writing.

b. Alternating Weekend Parent-Time. Justin shall exercise parent-time on alternating weekends. When school is in session on Friday, Justin's parent-time shall begin when he picks up the children from school, unless he notifies Kari in writing at least 24 hours in advance that he is unavailable to do so. If school is not in session on Friday, Justin’s parent-time may begin as early as 9:00 a.m., provided Justin is available and his work schedule allows. Justin's weekend parent-time shall end the following Monday morning when Justin delivers the children to school. If there is no school on Monday, Justin’s parent-time shall end at 9:00 a.m. unless otherwise agreed in writing.

c. Sunday Evening Return When Required by Justin's Monday Work Schedule. The parties acknowledge that Justin's regular alternating weekend parent-time is intended to include Sunday overnight and to end Monday morning when Justin delivers the children to school, or at 9:00 a.m. if there is no school. However, if Justin's Monday morning work schedule prevents him from either delivering the children to school or returning the children to Kari no earlier than 7:00 a.m., then Kari shall pick up the children from Justin on Sunday at 7:00 p.m. Justin shall provide Kari with no less than seven days' advance written notice if he needs Kari to pick up the children on Sunday evening under this provision. Kari agrees to this Sunday evening return as a

child-focused accommodation to avoid requiring the children to be awakened unreasonably early on Monday morning or transported back to Kari's care at an hour that would be disruptive to their rest, routine, or school readiness. The parties agree that, when this accommodation is used, it is in the children's best interest and does not constitute a waiver, forfeiture, or voluntary non-exercise of Justin's Sunday overnight parent-time. Kari shall not assert Justin's use of this accommodation as evidence of a material change in circumstances, a failure to exercise parent-time, or a basis to modify Justin's alternating weekend schedule. The parties further agree that this accommodation by Kari is intended to preserve Justin's weekend parent-time while allowing reasonable flexibility when his Monday work schedule would otherwise create an undue burden on the children.

8. Regular 5-2-2-5 Parent-Time Schedule. Beginning with the 2028-2029 school year, the parties shall exercise a 5-2-2-5 equal parent-time schedule as follows:

a. Kari's Weekday Parent-Time. Kari shall exercise parent-time every Monday and Tuesday overnight, beginning Monday morning and ending Wednesday morning.

b. Justin's Weekday Parent-Time. Justin shall exercise parent-time every Wednesday and Thursday overnight, beginning Wednesday morning and ending Friday morning.

c. Alternating Weekend Parent-Time. The parties shall alternate weekends from Friday morning until Monday morning.

d. Exchange Times. On school days, exchanges shall occur at the start of school. The parent whose parent-time is ending shall deliver the children to school, and the other parent's parent-time shall begin at the start of the school day. If school is not in session, the exchange shall occur at 9:00 a.m., unless the parties agree otherwise in writing.

e. Sunday Evening Return When Required by Justin's Monday Work Schedule. The provisions set forth above for Sunday evening return to Kari due to Justin's work schedule shall apply.

f. The 5-2-2-5 parent time schedule is illustrated as follows:

WEEK	MON	TUES	WED	THURS	FRI	SAT	SUN
#1	MOM	MOM	DAD	DAD	DAD	DAD	DAD
#2	MOM	MOM	DAD	DAD	MOM	MOM	MOM

9. Summer Schedule. The parties shall follow the regular 5-2-2-5 schedule during summer school break, except as modified by each parent's uninterrupted summer parent-time as set forth below.

a. Summer Parent-Time 2026 Through 2028. From summer of 2026 through and including the summer of 2028, each parent may exercise one block of uninterrupted summer parent-time each summer. Each parent's uninterrupted block may be up to seven consecutive days, so that neither parent has more than one period of up to seven consecutive days with the children during the summer. For the summer of 2026, Kari shall provide written notice of her uninterrupted summer parent-time no later than July 1, 2026. Justin shall provide Kari with written notice of the one-week block he

intends to exercise during the summer of 2026 no later than July 15, 2026.

b. Annual Selection Deadlines Beginning in 2027. Beginning with the summer of 2027, the following notice and selection process shall apply to each parent's uninterrupted summer parent-time:

i. The parent with first choice shall select that parent's summer block by May 1 each year. Justin shall have first choice in odd-numbered years, and Kari shall have first choice in even-numbered years. The parent with second choice shall select that parent's summer block by May 15 each year, after reviewing the first parent's selection.

ii. Each selection must be made in writing and must identify the exact dates being selected. Neither parent may select uninterrupted summer parent-time in a manner that interferes with the other parent's holiday parent-time.

iii. If the parent with first choice does not make a written selection by May 1, that parent shall be deemed to have waived first choice for that summer. The other parent may then select that parent's summer block by May 15. The parent who missed the May 1 deadline may still later select a summer block by written notice, provided the late selection does not interfere with the other parent's selected summer block, holiday parent-time,

or other summer plans reasonably made in reliance on the schedule.

iv. If the parent with second choice does not make a written selection by May 15, that parent may still later select a summer block by written notice, provided the late selection does not interfere with the other parent's selected summer block, holiday parent-time, or other summer plans reasonably made in reliance on the schedule.

c. Summer Parent-Time Beginning in 2029. Beginning with the summer of 2029, each parent may exercise one uninterrupted block of up to fourteen consecutive days. The annual selection and notification process shall follow the same provisions outlined for 2027 and 2028.

10. <u>Holiday Parent Time</u>. The parties shall exercise holiday parent-time as set forth in the holiday chart below. Holiday parent-time listed in the chart shall supersede the regular parent-time and summer schedule. All holidays, school breaks, teacher workdays, non-school days, three-day weekends, and other special days not specifically listed in the holiday chart shall be exercised by the parent who would otherwise have the children under the regular or summer parent-time schedule.

Even Years	**Odd Years**	**Holiday and Time**
Dad	Dad	**Spring Break** Holiday begins when school dismisses for the break.

		Holiday ends the day school resumes. Justin shall deliver the children to school at the regular start time.
Mom	Mom	**Fall Break** Fall Break holiday parent-time shall begin when school is regularly dismissed on the Friday before Fall Break week and shall end the morning school resumes. Kari shall deliver the children to school at the regular school start time on the day school resumes. Because Fall Break may include school days before school is officially released for the break, Kari shall have sole discretion to determine whether the children will miss any school days during Fall Break week before school is dismissed for Fall Break. Kari shall exercise this discretion reasonably and in the children's best interests, taking into account school attendance, academic responsibilities, travel plans, and the children's overall schedule.
Dad	Mom	**Halloween.** Halloween parent-time shall begin when school is dismissed. If school is not in session that day, Halloween parent-time shall begin at 3:00 p.m. Halloween parent-time shall end at 8:30 p.m. the same evening.
Dad	Mom	**Thanksgiving.** Holiday begins when school dismisses for the break. Holiday ends the day school resumes. The parent exercising the holiday shall deliver the children to school at the regular start time.
Mom	Dad	**First Half of Winter Break.** The first half of Winter Break shall begin on the day school dismisses for the break at the regular school dismissal time. This holiday shall end on December 27 at 7:00 p.m.
Dad	Mom	**Second Half of Winter Break.** The second half of Winter Break shall begin on December 27 at 7:00 p.m. The holiday shall end the morning when school resumes, with the parent exercising the holiday delivering the children to school at the regular start time.
Dad	Mom	**Child's Birthdays.**

		Holiday begins at 3:00 pm and ends at 7 pm.
Dad	Dad	**Father's Day.** Holiday begins at 9:00 am and ends at 7 pm.
Mom	Mom	**Mother's Day.** Holiday begins at 9:00 am and ends at 7 pm.

11. Virtual Parent Time. The off-duty parent (the parent who does not have the children in their custody or care on any given day) shall be entitled to one brief check-in call with the children scheduled between 3:00 p.m. and 4:00 p.m., or as otherwise agreed by the parties each Sunday. The parties shall use a mutually accessible video-calling platform, such as Zoom, FaceTime, or another similar platform. Each parent shall ensure that the children are reasonably available for the call and that it occurs in a private setting, free from unnecessary distractions. The parties shall provide the children with privacy during these calls. Neither parent nor any third party shall monitor, interfere with, coach, or participate in the communication unless invited by the child. The children shall also be allowed and encouraged to contact the other parent when they express a desire to do so at any reasonable time. Both parents shall facilitate and support such communication and shall not engage in any conduct that could make the children feel guilty, pressured, or reluctant to communicate with the other parent. These provisions shall take age, the children's ability to use the video-calling platform, and availability of communication devices to the children into consideration.

12. Special Consideration for Significant Events. Each parent shall give reasonable and good faith consideration to requests for the children to attend important family functions and significant events, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other meaningful occasions in the life of the children or either parent, even

when such events conflict with the regular parent-time schedule. The parties shall make reasonable efforts to accommodate such requests, including adjusting the parent-time schedule when appropriate.

13. <u>Transportation for Parent Time Exchanges.</u>

a. School Exchanges Preferred. Parent-time exchanges shall occur at school whenever practicable. When school is in session, and the exchange can reasonably occur through school drop-off or school pick-up, the parties shall use the school exchange process rather than a residential exchange. One exception is when one child is not attending school on an exchange day. In that event, Justin shall drop off the child who is attending school and then drop off the other child at Kari's residence, given the proximity of Kari's residence to the school.

b. Non-School Exchanges. Any exchange that does not occur at school shall occur curbside at the residence of the parent whose parent-time is ending, unless the parties agree otherwise in writing for a specific exchange. The parent whose parent-time is beginning shall be responsible for picking up the children.

c. Curbside Defined. For purposes of exchanges at Kari's current residence, "curbside" means Justin shall pull into Kari's driveway on the far right-hand side, parallel with the grass along the edge of the driveway. For purposes of exchanges at Justin's current residence in Lehi, "curbside" means the

exchange shall occur in the handicap parking spot at the leasing manager's office at Justin's apartment complex, or in a similarly safe location at a future residence for Justin. Justin shall not park his vehicle behind Kari's vehicle during any parent time exchange. Each parent shall be responsible for safely buckling the children into their own vehicle when departing with them. Justin shall buckle the children into his vehicle when his parent-time begins, and Kari shall buckle the children into her vehicle when her parent-time begins.

During parent-time exchanges, both parties shall remain at a safe distance from one another. For purposes of this provision, a safe distance means approximately one car length. The parties shall not approach one another except as reasonably necessary to ensure the children's safe transition between vehicles. Exchanges shall remain brief, calm, and child focused.

d. Exchange Conduct. Communication during parent-time exchanges shall be kept to a bare minimum, limited to basic information absolutely necessary to share at that time. Exchanges shall be brief, calm, and child-focused. Neither parent shall use exchanges to discuss disputed issues, finances, scheduling disagreements, grievances, or other co-parenting matters. Any necessary co-parenting communication shall occur through the parties' designated written communication method.

e. Other. Third-party adults known to the children shall be allowed to provide transportation for parent-time exchanges, with advance notice to the other

parent of the third party's name and contact information. No person transporting the children shall operate a vehicle while distracted, impaired, or under the influence of alcohol, medication, or any substance that may impair safe driving. The children shall be fed, bathed, and appropriately clothed before parent-time exchanges. The children shall be picked up and delivered promptly at the scheduled times. Each parent shall notify the other as soon as possible whenever a parent time exchange will not occur as scheduled. Transportation to alternative places, such as school and extracurricular activities, is the responsibility of the parent with whom the children are then residing.

14. <u>Day-to-Day Decisions.</u>

a. Each parent shall make decisions regarding the day-to-day care and control of the children while residing with that parent. Either parent may make emergency decisions affecting the health or safety of the children.

b. Both parents shall have full access to school, daycare, medical, and other child records. Both parents shall be listed as emergency contacts on all such records.

c. Both parents shall have equal and independent authority to confer with and attend appointments for the child's school preschool daycare, therapy, doctor/ dental appointments, and other programs regarding the child’s educational, emotional, and social progress.

15. <u>Major Decisions.</u> In the spirit of the parties' joint legal custody arrangement, the parties recognize the importance of cooperative parenting. The parties wish to implement this decision-making process to make decision-making more collaborative. The parties shall consult with one another and endeavor to reach agreements on the following major issues: medical, dental, and orthodontic care; psychological treatment and counseling; and education, and out-of-country travel requiring parental consent and/ or passports. Except in situations requiring emergency (ex parte) orders to protect the children, both parties shall be required to take the following steps to resolve disputes about significant decisions:

a. Step 1: Attempt to solve any dispute between them civilly before resorting to any other process via the communication protocols set forth below. The parties shall have a civil and polite conversation via the Our Family Wizard ("OFW") co-parenting app.

b. Step 2: Confer with or solicit the assistance of someone with expertise in the area of the dispute, such as the children's healthcare providers, schoolteachers, etc. There shall be a rebuttable presumption that the parties shall follow or adopt the recommendation of the children's healthcare provider if they disagree on a healthcare issue, and the recommendation of the educators if they disagree on an educational decision.

c. Step 3: Engage a mediator to attempt to resolve the dispute. Each party shall be required to pay one-half (1/2) of the mediator's costs.

d. Step 4: If an agreement cannot be reached after mediation, either party may

request the court's assistance in resolving the issue.

16. Relocation. The parties shall live within Utah County in an area no farther south than 800 North in Orem and no farther north than the Salt Lake County border unless otherwise mutually agreed in writing or as ordered by the court. If mutual agreement is not achieved and a party is not living within these boundaries, the other party may petition the court for a change in custody, which shall be deemed a substantial and material change of circumstances.

17. Education Plan.

a. School Location. The children shall attend public school based on Kari's residence, so long as Kari resides within Utah County, in an area no farther south than 800 North in Orem and no farther north than the Salt Lake County border unless the parties mutually agree otherwise in writing. Kari may relocate one time from her current residence in Cedar Hills, Utah, provided her new residence remains within this geographic boundary. Additional relocations are permitted if the parties mutually agree in writing. If Kari relocates within this permitted boundary (or other mutually agreed location), the children shall attend the public school assigned to Kari's new residential address, including the designated neighborhood elementary school and its regular feeder schools, unless the parties mutually agree otherwise in writing. The children shall not be enrolled in a private school, charter school, online school, homeschool program, or any other non-neighborhood public school program unless both parties agree in writing.

b. Education Decisions. Education decisions shall be handled according to the Major Decision-Making section above. Both parents shall have access to the children during school, and both shall have the authority to check the children out of school on their parent time days for appointments, provided they inform the other parent in advance.

c. School Attendance/Homework. The parties shall ensure the children complete homework assignments and school projects due during their parent time. The parties shall ensure the children are delivered to school on time and ready to start their day.

d. Parent Teacher Conference. The parties shall arrange separate parent teacher conferences if possible.

18. Mutual Restraints. The parties shall be mutually restrained from the following:

a. Disparaging the other party, or the family members or friends of the other party, or otherwise speaking about the other party in a defamatory, demeaning, offensive, or derogatory manner while in the children's presence.

b. Allowing any third person under the party's direct control to disparage the other party, or a member of the other party's family or friends, or otherwise speak in a defamatory, demeaning, offensive, or derogatory manner in the children's presence.

c. Asking the children to make decisions or requests involving the parent-time

schedule, or leading the children to believe that it is their choice whether to see or live with the other parent.

d. Involving the children in adult issues, discussing with or informing the children of the status or amount of child support payments, or telling the children about the parties' past or current legal issues.

e. Discussing the children's relationship with the other parent in front of or with the children, questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent, or allowing any other person to do so.

19. Co-Parent Communication Protocol. The parties shall communicate with one another in a child-focused, business-like, and respectful manner. The purpose of co-parent communication is to exchange necessary information, make timely child-related decisions, and reduce conflict. Co-parent communication shall not be used to revisit the parties' relationship, assign blame, criticize the other parent, or continue adult conflict.

a. OurFamilyWizard. The parties shall use OurFamilyWizard ("OFW") as their primary platform for co-parent communication. All co-parent communication shall occur through OFW unless otherwise stated in this Parenting Plan or in the event of an actual emergency. The parties shall enroll in and set up their respective OFW accounts by June 27, 2026. The parties shall add the "tone-meter" feature to their accounts to ensure their co-parent communication is child-focused, business-like, and respectful.

The parties shall use the OFW Calendar for scheduled child-related events, including healthcare appointments, school meetings, extracurricular activities, school events, and any other scheduled event the other parent reasonably needs to know about.

The parties shall use the OFW Expenses feature for reimbursement claims. Any reimbursement request must include proof of payment, receipts, invoices, insurance explanations of benefits when applicable, and any other documentation reasonably necessary to for the other parent to be informed of and pay the request.

b. Text Messages. Text messages shall be used only for short, time-sensitive exchange logistics, such as:

- "I am here."
- "I am delayed by 10 minutes."
- "The children are ready."
- "We are on our way."

Text messages shall not be used for substantive disputes, parenting disagreements, financial issues, legal custody decisions, criticism, threats, or extended back-and-forth communication.

c. Timely Responses. Each parent shall respond to co-parent communications within the timeframes stated in this Parenting Plan, or within the reasonable

response deadline provided in the communication itself. Where no specific timeframe is stated, each parent shall respond within a reasonable time under the circumstances. Urgent child-related matters, illness, emergency issues, exchange logistics, and time-sensitive decisions require prompt responses. Each parent is expected to support timely, forward-moving decisions in both homes. If a parent cannot provide a full response immediately, that parent shall provide a brief acknowledgment and a reasonable timeframe for a complete response.

d. Independent Access to Information. Each parent must actively seek and maintain independent access to information about the children's schools, activities, providers, schedules, teams, classes, and programs when that information is available online, by email, through school portals, team apps, group apps, provider portals, or other reasonable sources. The presumption is that each parent shall obtain information directly and independently when the information is reasonably available to both parents. Each parent shall obtain and maintain that parent's own login credentials whenever possible.

Neither parent may passively rely on the other parent to serve as the primary source of information that can be obtained directly from the school, provider, team, activity, or organization. At the same time, if one parent receives important child-related information that is not reasonably available to the other parent, or learns of a material change that may affect the other parent's parent-time or ability to support the child, that parent must timely share the

information through OFW.

e. Child-Focused Communication. All messages must be neutral, factual, concise, and child-focused. The parties shall communicate in a manner intended to support the children's well-being and reduce conflict.

The parties shall not include personal commentary, emotional accusations, sarcasm, condescending remarks, threats, insults, legal posturing, or unnecessary commentary about compliance, enforcement, contempt, litigation, or escalation.

The parties shall not mix financial disputes with child-focused updates. Reimbursement and financial issues shall be handled separately through OFW Expenses unless the financial issue is directly necessary to resolve a current child-related decision.

f. Weekly Co-Parenting Report. The parties shall use a weekly co-parenting report to reduce unnecessary messages and keep child-related information organized. The on-duty parent (the parent who has the children in their custody or care that day) shall send the weekly report each Sunday between 8 a.m. and 8:00 p.m. The receiving parent shall respond to any co-parenting logistics questions by 8:00 p.m. on Monday.

The weekly report shall include upcoming exchanges or transportation issues, activities, medical, religious, school, daycare, or therapy updates, and relevant information about the children's physical, emotional, social, academic, and

behavioral well-being. If there is nothing to report in a section, the parent shall write, "No updates this week."

The parties shall not send piecemeal messages during the week for information that reasonably belongs in the weekly report unless the issue is time-sensitive, urgent, or requires action before the next weekly report.

g. Non-Routine Appointments or Events. For non-routine appointments or events, including parent-teacher conferences, medical visits, dental visits, mental health appointments, school meetings, IEP/504 meetings, evaluations, or similar events, the attending parent shall provide a neutral written summary through OFW. The summary shall include the type and purpose of the appointment, the child involved, the date/time/location, key factual information provided, next steps, and any documents received from the provider or professional. The summary shall not include speculation, editorial comments, blame, or argument. Both parents may attend the children's healthcare, dental, mental health, educational, therapy, school, and other child-related appointments unless a provider requires otherwise. If a parent intends to attend a scheduled appointment, that parent shall provide the other parent with at least 48 hours' advance written notice through OFW. This notice requirement is intended to avoid surprises, reduce conflict at appointments, and allow both parents to plan appropriately. A parent who fails to provide the required 48-hour notice may not attend the appointment unless the other parent agrees in writing or the provider specifically requests that parent's

attendance. Appointments made by either parent shall be added to the OFW calendar within 24 hours.

h. Proposals and Decision-Making. Any proposal for a new child-related activity, medical strategy, orthodontic care, educational change, therapy, evaluation, religious activity, or legal custody decision must be made through OFW and limited to one issue at a time.

A proposal must include the topic, the reason for the proposal, the relevant details, any deadlines, the provider or organization if applicable, anticipated costs, proposed division of costs, scheduling impacts, and supporting documentation. The proposal must clearly state what response is requested and by what reasonable deadline.

The responding parent must respond by the stated deadline with one of the following:

1. agreement;

2. disagreement with a brief, child-focused explanation;

3. necessary clarifying questions; or

4. a counterproposal with comparable detail.

A parent may not delay a decision by asking unnecessary questions, ignoring deadlines, responding vaguely, or using the proposal process to argue about unrelated issues.

i. No Excessive Messaging. The parties shall avoid excessive messaging. Communication shall be necessary, organized, and purposeful. Repeated messages on the same issue, argumentative follow-up messages, and attempts to force the other parent to respond immediately are not permitted unless there is a genuine emergency or time-sensitive child-related need. The parties are expected to use the weekly report, OFW Calendar, OFW Expenses, non-routine appointment summaries, and structured proposal format to reduce message volume and avoid unnecessary escalation.

j. Before Sending a Message. Before sending any message, each parent shall ask:

- Is this about the children?
- Is this necessary?
- Is this clear and actionable?
- Is this neutral and respectful?
- Am I mixing unrelated issues?
- Am I trying to solve a problem or prove a point?

If a message is emotional, accusatory, insulting, sarcastic, threatening, or litigation-focused, it shall not be sent.

k. Enforcement. Failure to follow this communication protocol may be considered by the Court when determining whether a parent is communicating

in good faith, supporting the children's best interests, complying with the Parenting Plan, or unnecessarily increasing conflict. This protocol is not optional. It is intended to create a workable structure for necessary communication while reducing the conflict, confusion, and emotional harm caused by unstructured co-parenting communication.

20. <u>Cell Phones, Communication Devices, Social Media, and Online Gaming Accounts.</u> The children shall not be provided or permitted to use a cell phone, smartphone, tablet, smartwatch, or other communication device unless the parties mutually agree in writing that the child may have and use the device. Likewise, the children shall not be permitted to create, maintain, or use social media accounts unless both parents mutually agree in writing. If the children have, or are permitted to use, any online gaming accounts, platforms, or related communication features, the parties shall share all parental-control access, usernames, passwords, passcodes, and login information necessary for both parents to monitor and manage those accounts within 24 hour of creation. Both parents shall have equal access to parental controls and account settings, regardless of which parent created the account, purchased the device, paid for the game or subscription, or maintains the related service. Each parent may impose reasonable household rules and restrictions regarding online gaming while the children are in that parent's care.

For mutually agreed upon devices, both parents shall have access to the passwords, passcodes, usernames, and login credentials needed to unlock the device, access any approved accounts, and monitor the children's use. This shared access, parental control, and right to restrict use applies regardless of which parent purchased the device, created the account, or pays for the data plan, service plan, apps, gaming platform, or related costs. The parent who purchased the

phone shall be deemed the owner, and if the other parent confiscates it for any period, it shall be returned to the purchasing parent at the next parent time exchange.

Each parent shall have final discretion and control over the children's use of any approved device or account while the children are in that parent's care, including the authority to limit or restrict use during family time, meals, homework, bedtime, school, activities, discipline, or any other reasonable circumstance.

21. Overnight Right of First Refusal. The Right of First Refusal ("ROFR") shall be triggered when the on-duty parent is away and unavailable to personally care for the children for any overnight period and intends to leave the children in the care of a third party. For purposes of this provision, "overnight" means any absence that extends beyond the children's usual bedtime and continues through the following morning, regardless of whether the parent intends to return later the next day.

The ROFR applies only when the exercising parent will be unavailable to provide personal care for the children and intends to use third-party childcare. It does not apply to ordinary daytime childcare, school, daycare, activities, or short periods of supervision by relatives or trusted caregivers that do not extend overnight. The parent needing overnight childcare shall provide notice to the other parent as soon as reasonably practicable after becoming aware of the need for care. Whenever possible, notice shall be provided no later than 24 hours before the anticipated overnight absence. Notice shall be sent through OFW and shall include:

1. the anticipated start and end time of the overnight absence;

2. the location where the children will be picked up;

3. the anticipated return location; and

4. any relevant logistical details necessary to facilitate the exchange.

Failure to provide 24 hours' advance notice due to emergency, emergent, or unforeseen circumstances shall not automatically result in forfeiture of the ROFR, provided the parent acts in good faith and communicates promptly.

The off-duty parent shall respond via OFW within 10 hours of receiving notice. Failure to respond within ten hours shall be deemed a declination of the ROFR for that overnight period. Acceptance or declination must be communicated clearly through OFW.

If the off-duty parent elects to exercise the ROFR, that parent shall be responsible for picking up the children at the beginning of the overnight period, unless the parties mutually agree otherwise in writing. The off-duty parent shall also be responsible for returning the children to the on-duty parent, the school, the daycare, or another agreed-upon location at the conclusion of the overnight period, consistent with the existing parent-time schedule.

22. <u>Surrogate Care/Third-Party Childcare.</u> Each parent shall be responsible for arranging appropriate childcare or surrogate care for the children during that parent's own parent- time. Each parent shall be solely responsible for any childcare, babysitting, nanny, daycare, or other surrogate-care expenses incurred during that parent's parent-time. Neither parent shall have a corresponding obligation to reimburse or contribute to childcare expenses voluntarily incurred by the other parent during that parent's own parent-time.

Any third-party caregiver used by either parent must be a responsible and appropriate

adult or care provider, including teenagers, for short-term babysitting-type childcare. The parent arranging the childcare shall ensure the caregiver has the other parent's name and contact information in case of emergency or other child-related need. The parent arranging the childcare shall also provide the other parent with the caregiver's name and contact information.

This provision is intended to ensure basic transparency and child safety. It is not intended to give either parent the right to micromanage the other parent's childcare choices during that parent's parent-time. Each parent remains responsible for the children's care, supervision, and well-being during that parent's parent-time, including when the children are temporarily left in the care of a third-party caregiver.

23. <u>Notification of Overnight Travel-Non-International.</u> Before taking the children out of town overnight during that parent's parent-time, the traveling parent shall provide the other parent with written notice through OFW. For purposes of this provision, "out of town" means any overnight travel with the children outside the ordinary local area, including travel more than 50 miles from the traveling parent's residence or any overnight stay in a hotel, vacation rental, campground, cabin, or similar lodging. It does not include ordinary local activities, day trips, or routine overnight stays with family or trusted caregivers within the local area. The notice shall include the basic details of the trip, including:

- the anticipated departure date and approximate departure time;
- the general destination;
- the address or location where the children will be staying;

- the anticipated return date and approximate return time;
- a contact telephone number for the traveling parent; and
- any other information reasonably necessary for the other parent to know where the children will be and how the traveling parent can be reached in the event of an emergency.

Whenever reasonably possible, notice shall be provided at least seven days in advance of the overnight travel. If the trip is planned on shorter notice, the traveling parent shall provide notice as soon as reasonably practicable after the travel plans are made.

If travel plans materially change, including changes to destination, lodging, return date, or emergency contact information, the traveling parent shall provide updated information to the other parent as soon as reasonably practicable.

This provision is not intended to give the non-traveling parent control over the traveling parent's plans during that parent's parent-time. It is intended to provide basic, reasonable information about where the children will be, when they will return, and how the traveling parent can be reached if needed.

24. <u>Extra-Curricular Activities.</u>

a. The parties shall equally share all out-of-pocket costs incurred for the children's extracurricular activities when both parties have agreed in writing that the children will participate in the activity. The children's preferences regarding activities and lessons shall be considered and given age-appropriate weight. If an extracurricular activity has not been mutually agreed upon in writing by both

parents, neither parent shall be required to pay for the activity or forfeit, modify, or otherwise rearrange that parent's parent-time to accommodate the activity.

b. For purposes of this provision, "extracurricular activities" means academic or non-academic activities that occur outside normal classroom time and are not part of the children's required school curriculum. This includes, but is not limited to, sports, lessons, classes, camps, clubs, performances, and similar activities. This cost-sharing obligation does not extend to club sports, competitive teams, travel teams, or unusually expensive activities unless both parents specifically agree in writing to the activity and to the cost-sharing arrangement.

c. The parent proposing an extracurricular activity shall provide the other parent with complete information before enrollment whenever reasonably possible, including the activity, provider or organization, location, schedule, anticipated cost, registration deadline, and whether the activity will affect the other parent's parent-time. If the children are enrolled in an agreed-upon activity, both parents shall provide the other parent with full information about the activity within a reasonable time, regardless of which parent initiated or paid for it.

d. The parent incurring out-of-pocket costs for an agreed-upon extracurricular activity shall submit verification of the expense to the other parent through the designated reimbursement process, including a receipt, invoice, or other proof of payment, within thirty days after payment or receipt of the invoice. The other

parent shall reimburse that parent for his or her share within thirty days after receiving proper documentation.

e. The parties shall encourage the children to participate fully and appropriately in agreed-upon extracurricular activities. It is understood that the children shall attend these activities reasonably and consistently. The parent who has the children in his or her care at the time of the activity shall be responsible for transportation to and from the activity. The on-duty parent may decide, from time to time, that the children will not attend an activity due to illness, travel, a family emergency, or other special circumstances. That discretion shall be exercised reasonably and in good faith.

f. Both parents may attend public events related to the children's extracurricular activities, including games, recitals, performances, ceremonies, competitions, and similar events. Each parent may bring appropriate guests. The parties and their guests shall remain cordial, avoid unnecessary interaction, and shall not discuss parent-time, financial issues, disputes, or other contentious child-related matters at these events.

g. When both parents attend a public event related to an activity, the parent exercising parent-time shall encourage the children to briefly acknowledge and connect with the other parent before or after the event when appropriate. The parent exercising parent-time shall give the children reasonable privacy and space for that brief connection and shall wait in an appropriate nearby location,

such as the car, parking lot, lobby, or another reasonable area. Neither parent shall use the children's activities or public events to create conflict, force interaction, interfere with the children's experience, or place the children in the middle of adult issues.

25. <u>Child Support.</u> For child support purposes, Justin's income is $3,000.00 and Kari's income is $2,600.00. According to the parties' incomes and the Uniform Child Support Guidelines, using a joint custody worksheet, with Justin having 155 overnights and Kari having 210 overnights Justin shall pay $338.00 per month for the support of the parties' minor children effective November 1, 2026.

a. Support of the minor children shall continue until a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

b. Justin shall pay the monthly child support amount directly to Kari in a method agreed upon by the parties, which is currently via Venmo. Justin shall pay one-half of his monthly child support from his first pay check or by the 5th of the month if there is no paycheck and one half from his second paycheck each month or the 20th of the month if there is no paycheck. Kari is entitled to immediate and automatic income withholding relief through the Office of Recovery Services ("ORS").

c. Future Recalculation of Child Support Upon Equal Parent-Time Schedule. The parties contemplate that, pursuant to the Parenting Plan, Justin

shall eventually begin exercising equal parent-time (50/50) with the children. Upon implementation of that schedule, child support shall be recalculated using the joint physical custody guidelines and the parties' respective gross monthly incomes in effect at that time. The recalculation shall be effective as of the date the equal parent-time schedule is implemented. The parties shall cooperate in good faith by promptly exchanging current income verification and any other financial information necessary to accurately calculate child support. The parties expressly intend to accomplish this recalculation cooperatively, without unnecessarily incurring attorney fees or litigation expenses. If the parties are unable to agree upon the appropriate recalculation, either party may seek assistance from the Office of Recovery Services (ORS) or request mediation to resolve the disagreement before seeking judicial intervention. Any revised child support obligation shall be documented in an appropriate stipulation and submitted to the Court for approval and entry of an amended child support order.

26. <u>Health Care Coverage and Medical Costs.</u> Pursuant to Utah Code Annotated § 81-6-208, if health care coverage for the benefit of the minor children is available to both parties at a reasonable cost, the parties are free to choose either available plan on which to enroll the minor children. If the parties cannot agree, the party who can obtain the best insurance at the most reasonable price is required to provide health care coverage for the children. If both parties provide health care coverage, the oldest parties plan is identified as primary and each party shall be 100% responsible for the cost of the premium of their respective insurance during the time

periods that the children are double covered. The parties shall make best efforts to give first priority to providers covered by insurance in choosing care and providers.

a. The children are currently covered on Medicaid through Justin. However, the parties understand and contemplate that this shall be transferred to a Medicaid policy through Kari.

b. The parties shall equally share the out-of-pocket costs of the health care coverage premium actually paid by a parent for the children's portion of health care coverage. The children's portion of the health care coverage premium shall be calculated by dividing the health care coverage amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties, which in this is two children.

c. The parties shall equally share all reasonable and necessary uncovered and unreimbursed medical, mental health, and dental expenses, including deductibles and co-payments, incurred for the minor children parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

d. Justin owes Kari $350 for Justin's share of out of pocket healthcare expenses through the date of this October 14, 2026, which shall be paid within thirty days (30) after entry of the decree of divorce.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if

that parent fails to provide notice within 30 days.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. The parent ordered to maintain health care coverage shall provide verification of health care coverage to the other parent or to ORS, under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or ORS, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or will have known of the change.

27. Notice to Healthcare Creditors under Utah Code Annotated § 15-4-6.7 applies. When a court enters an order that provides for the payment of medical and dental expenses of a minor children under Section §81-4-204, § 81-6-208, or 78B-12-111, or an administrative order under Section 62A-11-326, a provider who receives a copy of the order at or before the time the provider renders medical or dental services to the minor children shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order. A provider who receives a copy of the order within thirty (30) days after the day on which the provider renders the medical or dental service may not make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order or make a

negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

28. School Fees/School Lunches. The parties shall equally share all out-of-pocket amounts incurred for mandatory school fees and school lunches. The party incurring this expense shall submit verification of the expense, such as a receipt or invoice, to the other party within thirty (30) days of payment or receipt of the invoice. The other party shall reimburse their share within thirty (30) days of receiving verification of the expense.

29. Tax Filing. The parties shall file separate federal and state income tax returns for the 2025 and 2026 tax years. Each party shall be solely entitled to receive and retain any federal or state income tax refunds attributable to his or her respective tax returns for those years, free and clear of any claim by the other party. Likewise, each party shall be solely responsible for the payment of any federal or state income taxes, deficiencies, interest, penalties, or other tax liabilities arising from his or her respective tax returns for those years. Neither party shall have any obligation to share a tax refund with the other or contribute toward the other's individual tax liabilities. Each party shall be responsible for the preparation and filing of his or her own tax returns, including any associated tax preparation fees and expenses. If necessary, the parties shall reasonably cooperate in exchanging any tax documents or information necessary for the accurate and timely preparation of their respective returns. Each party shall indemnify and hold the other harmless from any tax liabilities, penalties, interest, or expenses arising from his or her respective tax filings for the 2025 and 2026 tax years.

30. <u>Tax Exemptions/Credits.</u>

a. Two Eligible Children. Beginning with the 2025 tax year, so long as two children remain eligible to be claimed for dependency-related tax benefits, Kari shall claim K.H. and Justin shall claim E.H.

b. One Eligible Child. When only one child remains eligible for dependency-related tax benefits, Justin shall claim that child in odd-numbered tax years and Kari shall claim that child in even-numbered tax years.

c. Justin's Eligibility to Claim Tax Benefits. Justin's right to exercise any dependency-related tax benefit in a particular year is conditioned upon his being current as of December 31 of that year on his child support obligation then due.

d. Cooperation. The parties shall timely execute any IRS form or other document reasonably necessary to effectuate the allocation of dependency-related tax benefits set forth herein.

e. Alimony. The parties are individually and separately capable of supporting themselves without financial assistance from the other. Accordingly, no alimony shall be awarded to either party now or at any point in the future.

f. Financial/Retirement Accounts. The parties shall be awarded all financial accounts in their individual respective names, including but not limited to:

- Bank Accounts (e.g., checking accounts, savings accounts, money

market accounts, certificates of deposit)

- Investment Accounts (e.g. brokerage accounts, health savings accounts)
- Retirement Accounts (e.g., 401k, pension, IRA, etc.)
- Whole Life Insurance Cash Value, subject to any debts thereon.

31. Vehicles. During the marriage, the parties acquired interests in certain vehicles. The parties agree that the following property, together with any associated debt, shall be awarded and allocated as follows. Each party shall timely execute any title, registration, loan, or other documents reasonably necessary to effectuate the transfers and ownership allocations set forth herein.

a. 2007 Toyota Highlander. Justin shall be awarded the 2007 Toyota Highlander, free and clear of any claim by Kari. Justin shall assume and be solely responsible for any debt, loan, lien, taxes, registration fees, insurance obligations (as of November 1, 2026), or other liabilities associated with the vehicle and shall indemnify and hold Kari harmless from the same.

b. 2017 Toyota Camry. Kari shall be awarded the 2017 Toyota Camry, free and clear of any claim by Justin. Kari shall assume and be solely responsible for any debt, loan, lien, taxes, registration fees, insurance obligations (as of November 1, 2026), or other liabilities associated with the vehicle and shall indemnify and hold Justin harmless from the same. Justin shall cooperate fully

in ensuring that Kari has complete and unrestricted access to all information and records concerning the vehicle loan with Canyon View, including the ability to obtain account statements, verify loan balances, make payments, communicate directly with the lender, and otherwise manage the loan. To the extent necessary, Justin shall execute any authorizations, releases, or other documents required by Canyon View to provide Kari with such access. Justin shall not take any action that interferes with or restricts Kari's ability to access loan information or make payments on the account. If Kari becomes delinquent on the loan the car shall be sold and Kari shall be solely responsible for any deficiencies.

32. <u>Personal Property Awarded to Kari.</u> Kari shall be awarded, free and clear of any claim by Justin, all personal property presently in her possession, except for the following items, which shall be awarded to Justin, free and clear of any claim by Kari. (The parties note that the disputed handgun is a separate matter between Justin and Kari’s father):

a. Television (TV);

b. Mattress (Kari shall cover with protector for transit);

c. Bed frame;

d. Ninja Cooker;

e. UNO Spin game;

f. LEGO Chess game (if located);

g. Cards Against Humanity game;

h. Bionicle books;

i. Ammunition box (if located);

j. Safe;

k. All firearm-related paraphernalia (if located);

l. Apocrypha books;

m. Nintendo DS games (if located);

n. Game Boy games (if located); and

o. Game Boy Advance (if located).

Retrieval and Transfer of Personal Property. Justin shall retrieve the foregoing items within thirty (30) days from October 14, 2026. The parties shall cooperate in good faith to arrange a mutually convenient date and time for the transfer of these items. Kari shall be responsible for gathering the items and making them available for pickup outside her residence, in the driveway, garage, or another mutually agreed-upon location that does not require Justin to enter the residence or access the premises beyond the designated pickup location. Justin shall not enter Kari's residence or otherwise go onto her property for purposes of retrieving these items. If the parties prefer, they may mutually agree to use a responsible third party to facilitate the transfer. Justin shall be responsible for providing any necessary assistance, transportation, and equipment to load and remove the items at the designated pickup location.

For those items identified as "if located," Kari shall make a reasonable, good-faith effort to locate them among the personal property in her possession. Neither party shall intentionally conceal, damage, destroy, or dispose of any item awarded to Justin before the transfer is completed. The parties shall communicate in advance to coordinate the exchange and shall conduct themselves respectfully and without confrontation. Upon completion of the transfer, each party shall retain the personal property awarded to him or her under this provision, free and clear of any further claim by the other.

33. Personal Property Awarded to Justin. Justin shall be awarded, free and clear of any claim by Kari, all personal property presently in his possession, and the above-listed items in Kari's possession.

34. Digital Media. Each party shall be awarded, free and clear of any claim or interest by the other, all digital media, digital content, online accounts, subscriptions, and associated digital assets held in his or her respective individual name, including, but not limited to, Audible (Amazon), Fandango, Steam, and any other digital entertainment, gaming, music, audiobook, movie, or media accounts. Each party shall retain exclusive ownership, access, and control over the accounts and associated digital content awarded to him or her, subject to the applicable terms of service and licensing agreements. Neither party shall have any obligation to share, transfer, or provide continued access to digital accounts or content awarded to the other party.

35. Real Property. The parties do not own any real property.

36. Debts and Liabilities. Except as otherwise expressly provided in this Decree, each party shall assume, pay, defend, indemnify, and hold the other harmless from any and all debts,

liabilities, and financial obligations incurred in his or her respective individual name.

a. Canyon View Vehicle Loan. Kari shall assume and be solely responsible for payment of the outstanding loan obligation owed to Canyon View associated with the 2017 Toyota Camry awarded to her under this Decree. Kari shall indemnify and hold Justin harmless from any liability associated with this loan.

b. Chase Freedom Credit Card. Justin shall assume and be solely responsible for payment of the entire outstanding balance and any associated interest, fees, or other charges on the Chase Freedom credit card account. Justin shall indemnify and hold Kari harmless from any liability associated with this account.

c. Medical and Healthcare Expenses. Each party shall assume and be solely responsible for all outstanding medical, dental, vision, prescription, mental health, and other healthcare-related debts and expenses incurred for his or her own individual care or treatment. Each party shall indemnify and hold the other harmless from any liability associated with such expenses.

d. Student Loans. Each party shall assume and be solely responsible for any and all student loans and educational debts. Each party shall indemnify and hold the other harmless from any liability associated with his or her respective educational debts.

e. Payment and Indemnification. Each party shall timely pay the debts and

obligations assigned to him or her under this Decree and shall take all reasonable steps necessary to protect the other party from collection efforts, adverse credit reporting, judgments, liens, or other consequences arising from nonpayment. Neither party shall incur additional debt or charges in the name of the other party or on any account for which the other party may be held liable. If either party is required to pay any debt assigned to the other under this Decree, the responsible party shall promptly reimburse the paying party for the full amount paid, together with any reasonably incurred costs and expenses resulting from the responsible party's failure to satisfy the obligation. The parties acknowledge that the allocation of debts under this Decree is binding between them but does not alter the contractual rights of any third-party creditor.

37. Name Change. If she so chooses, Kari may change her name to “Kari Charlotte Leduc.”

38. Acknowledgement. The parties have agreed that the division of property and debts outlined in this decree—whether or not equal—is just, equitable, and appropriate under the circumstances. Each party affirms that they entered into the agreements underlying this Decree voluntarily, with full knowledge of their contents, and based on a complete, accurate, and current disclosure of all income, assets, debts, and liabilities by both parties. The court finds that the parties further acknowledge that the terms of the decree represent a negotiated compromise of disputed issues, and that no promises, representations, or inducements have been made other than those expressly stated herein.

39. Default. If either party defaults in performance of their obligations under this Decree, the defaulting party shall be responsible for all reasonable costs incurred by the other party to enforce the Decree, including reasonable attorney fees.

40. Attorney Fees/Court Costs. The parties shall pay their own court costs and attorney fees incurred herein. The parties shall equally share the mediator fees from the October 14, 2026, mediation.

MISCELLANEOUS

41. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

42. The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF THE FIRST PAGE

APPROVED AS TO FORM:

/s/ John Larsen
John Larsen
Attorney for Petitioner
*Signed electronically by Rand G. Lunceford
with permission from John Larsen.

CERTIFICATE OF DELIVERY

I hereby certify that on the 2nd day of November 2026, I e-filed a true and correct copy of the foregoing Decree of Divorce to the following:

John Larsen
75 South 300 West
Provo, Utah 84601

jlarsenlaw@gmail.com

/s/ Eva Henery