The Order of the Court is stated below:
Dated: November 05, 2026 12:18:08 PM **/s/** SEAN PETERSEN
District Court Judge

Kyle E. Witherspoon (15285)
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Attorney for Petitioner

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

IN THE MATTER OF THE MARRIAGE OF:	**DECREE OF DIVORCE**
LUTHER MAINE HART, an individual, Petitioner, and SOPHIA BROOKLYN GREEN, an individual, Respondent.	Case No.: 264401164 Judge: Sean Petersen Commissioner: Marian Ito

The Court having reviewed the Stipulation and Settlement Agreement, the pleadings on file herein, having established jurisdiction, and having entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Residency: The Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on July 28, 2022, in Utah,

United States and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children. The parties have the following children.

1. Name	2. Date of Birth
3. P.H.	4. October 2022
5. A.H.	6. October 2025

PARENTING PLAN

5. 1Custody/Parent time. The parties are awarded joint custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows for P.H., beginning as of the date of the Agreement (September 3, 2026):

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	MOM	MOM	MOM	DAD	MOM	MOM	MOM
Week 2	MOM	MOM	MOM	DAD	DAD	DAD	DAD

a. The Father's alternating weekend shall extend Friday after school (or 9 a.m. if school is not in session) until Monday morning with the exchange at school (or 9 a.m. when school is not in session.)

b. The Father shall have a midweek overnight after school (or 9 a.m. if

school is not in session) on Thursday until Friday morning the exchange at school (or 9 a.m. when school is not in session.

c. For A.H., the following schedule shall apply:

    i. Tier 1: Until November 1, 2026:

        1. Father shall have midweek parent-time on Thursday from 5 p.m. to 7:30 p.m.

    ii. Tier 2: From November 1, 2026, until January 2, 2027:

        1. Father shall have midweek parent-time on Thursday from 5 p.m. to 7:30 p.m.
        2. Father shall have alternating weekends beginning at 5:30 p.m. on Friday until Sunday at 7:30 p.m.
        3. Eight hours for each holiday granted to Father pursuant to the holiday table set forth below.

    iii. Tier 3: On January 3, 2027, A.H. shall have 60/40 custody and holidays as described herein with her older sister so they are on an identical schedule.

d. Beginning on June 1, 2027 (and (a) beginning on June 1st in each subsequent year, and (b) ending each year before the first day of school for either child), the parties shall exercise equal parent-time in the summer defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	MOM	MOM	DAD	DAD	MOM	MOM	MOM

Week 2	MOM	MOM	DAD	DAD	DAD	DAD	DAD

i. The Mother shall exercise parent-time every Monday overnight and Tuesday overnight with the exchange on Wednesday at 9 a.m. The Father shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange on Friday at 9 a.m. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at 9 a.m. Each party will have one uninterrupted week in the summer. When A.H. is 3 years of age, each party will have two uninterrupted weeks in the summer.

e. On June 1, 2031, prior to the A.H. beginning Kindergarten, the parties shall transition to a 50/50 schedule outlined below. That transition shall occur automatically, and without any additional requirements of either party or additional court action of any kind. If, however, either party has a good faith basis to contend that this arrangement is not in the best interest of either child or there are significant safety concerns, either party may Motion the Commissioner otherwise. Full-time 50/50 parent-time in regard to both minor children begins on June 1, 2031 automatically and requires no intervention with the court, no actions from the parties,

and remains in place notwithstanding any Motions filed by the parties unless and until a Court order is entered stating otherwise.

f. On June 1, 2031, prior to A.H. beginning Kindergarten, or on June 1st of the year A.H. will first enroll in Kindergarten, whichever is sooner, the parties shall have 50/50 custody such that the Mother exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school on Wednesday morning or 9 a.m. when school is not in session. The Father shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school on Friday morning or 9 a.m. when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session. Each party will receive two consecutive uninterrupted weeks in the summer-time.

6. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may

determine the schedule for extended parent-time for the non-complying parent.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code § 81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	**Martin Luther King Jr. Holiday** after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	**President's Day** after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	**Spring Break** after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	**Memorial Day** after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	**Juneteenth**: (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	**July 4th** 9 a.m. the day before holiday to the day after at 5:30 p.m.
Father	Mother	**July 24th** 9 a.m. the day before holiday to the day after at 5:30 p.m.
Mother	Father	**Labor Day** after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	**Fall Break** after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	**Halloween** after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	**Thanksgiving** after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	**First Half of Winter Break, including Christmas Eve and Christmas Day** beginning after school the day school lets out until December 27 at 8:30 p.m.
Father	Mother	**Second Half of Winter Break**, beginning December 27 at 8:30 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The **day before or after child's birthday** from after school or 9

		a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	**Child's actual birthday** from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	**Father's Day** 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	**Mother's Day** 9:00 a.m. on the holiday to the day after with the exchange at school

8. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before seeking court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

    a. Medical.

        i. The parties will continue to use their current pediatrician as the pediatrician for the children unless otherwise agreed by the parties in writing, and specialists that their pediatrician recommend upon which they agree in writing, when needed. The parents shall make decisions mutually regarding the

children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor. The children shall be vaccinated as required for their educational enrollment with their peers, or, alternatively, according to the recommendations of their pediatrician.

ii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent immediately or as soon as is practicable under the circumstances, of scheduling for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

b. Separate Accounts. According to Utah Code § 15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated if the provider so allows.

c. Educational Plan. The parties will use their joint legal custody process to decide upon P.H.'s elementary school. If time becomes of the essence, they shall be able to bring the issue before the

commissioner before the child begins Kindergarten. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

d. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing. The parents shall not talk to the children about any change in parent-time prior to a written agreement between the parties of the change.

9. Relocation. If either party moves more than 50 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code § 81-9-209.

10. Communication. The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

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

12. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

a. An itinerary of travel dates;

b. Destination;

c. Places where the children or traveling parent can be reached;

d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

e. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

13. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

14. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their

children may be involved in that is not available online or through emails of the program.

15. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, unique and rare travel opportunities, and other significant events in the life of the children, or in the life of either parent, which may inadvertently conflict with the visitation schedule. To the extent the parties have control or influence over the scheduling of such Special Events, they will make every effort to ensure that said Special Events do not conflict with the visitation schedule, or conflict as little as possible.

16. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing issues typically and reasonably considered reserved for adult discussion, clearly beyond a child's maturity level, in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the

children, except to encourage or support it, or from questioning, interrogating, or otherwise “pumping” the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children’s activity.

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

e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing herein, and shall have the affirmative duty to use their best efforts to prevent third parties from such violations, and shall remove the minor children from such circumstances immediately upon becoming aware of them.

17. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for

the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. Limitations.

a. The parties will not use illegal drugs, prescription drugs in a non-prescribed manner, or alcohol while they are exercising parent-time or 12 hours prior to parent-time.

b. Either party shall submit to a hair follicle test up to twice per year at the request of the other parent. The party requesting the test will pay for the cost of the test. If the test is positive or “dirty”, the party taking the test shall be responsible to reimburse the requesting party the cost within 30 days. The results of the drug test need to be provided, unaltered, to the requesting party within 24 hours of receiving the results. Failure to take the test shall be considered a positive or “dirty” test. If the test is positive or “dirty” for either parent, parent-time for the violating party will be suspended for 14 days and thereafter the violating party shall have supervised minimum parent-time according to Utah Code §81-9-302. Parent-time shall end at 8:30 p.m. and there shall be no overnights. The parent-time herein shall resume contingent upon a

clean hair follicle test. Both parties have the right to take this issue to court if there is a dirty drug test.

19. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. Either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

20. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in, which may include summer camps. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the children's extra-curricular activities and the parent who signs up the child for an activity shall notify in writing the other party of all related schedules immediately upon becoming aware of them or as immediately as is practicable to promptly convey said information.

21. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (*i.e.*, registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

22. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will

provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If a parent is exercising mid-week with a return the same day, the parent exercising parent-time will provide all of the transportation.

23. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will return and take physical custody of the children at or before 12:00 a.m.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated as according to Utah Code § 81-6-201 *et seq.* The Mother's gross monthly imputed income is $1,257 per month. The Father's gross imputed monthly income is $2,900 per month. The Mother has 220 overnights and the Father has 145 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation should be $540 per month. Child support shall commence September 1, 2026. This support amount shall be re-calculated with the current incomes at the time the parents transition parent-time to 50/50. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has

graduated from high school during the child's normal and expected date 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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month. Father may also continue to pay $125 weekly, at his option.

25. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208.

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling,

prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

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

designation as the primary or secondary plan of the dependent children.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

26. Childcare Expenses. The parties shall adopt Utah Code §81-9-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

27. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim P.H. and Father will claim A.H.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. The Mother will be entitled to claim the minor child as a dependency

exemption/tax credit for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. A parent is entitled to claim the dependency exemption/tax credits indicated herein as long as he or she is current on his child support obligation by December 31st of the applicable tax year.

28. Real Property. The parties do not presently own an interest in real property.

29. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

Item Description:	*Awarded to:*
2021 Subaru Crosstrek	Father
Monies of approximately $5,721.37 from the Ford Payout	Mother

a. Exchange of the above items shall be on October 1, 2026.

b. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

30. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	*Obligation of:*
Debt to Father's parents of $18,751	Father $13,751 Mother $5,000
Debts in Father's Name	Father
Debts in Mother's Name	Mother

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that payment obligation is not timely met, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek

reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

31. Financial Accounts. Each party will be awarded monies in their own separate checking and savings accounts.

32. Retirement Accounts: The parties have no retirement accounts.

33. Alimony. Neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

34. Delivery of Documents and Duty to Sign Documents: Each party shall be ordered to execute, deliver, and otherwise fully cooperate regarding all other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court and this Agreement. If either party fails to execute, deliver, or otherwise fully cooperate regarding any document necessary to effectuate the conveyance, disposition, or resolution of any item or issue contained herein or in the Decree, the other party should have the right to sign on behalf of the non-compliant party generally and/or pursuant to Rule 70 of the Utah Rules of Civil Procedure.

35. Divorce Education: The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

36. Full Disclosure: The parties each indicate that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

37. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

38. Final Stipulation: This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

WHEREFORE, Petitioner is granted a divorce from Respondent, the same

becoming final upon entry.

APPROVED AS TO FORM:

/s/ Kristy Hanson
Kristy Hanson
Attorney for Respondent
E-Signed by Kyle E. Witherspoon,
with permission.

[ENTERED BY THE COURT AS INDICATED BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING]

NOTICE

Please take notice that pursuant to Rule 7(j), of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service below. This document will be signed and entered by the Court unless objected to within seven days from the date below on the Certificate of service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I HEREBY certify that on the 5th day of October 2026, a true and correct copy of the foregoing document was served via email upon all counsel of record.

/s/ Katelyn Kendall

Katelyn Kendall
Paralegal to Kyle E. Witherspoon