The Order of the Court is stated below:
Dated: November 05, 2026 04:04:42 PM **/s/** JARED ELDRIDGE
District Court Judge

Russell Yauney (13409)
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Petitioner's Attorney

In the District Court of Utah

Fourth District Court

In the Matter of the Marriage of **JERAMY REBER**, Petitioner & **MERSADIES REBER**, Respondent.	**DECREE OF DIVORCE** Civil No. 264300196 Judge Jared Eldridge Commissioner Dustin Hardy

The above-entitled matter came before the Honorable Jared Eldridge. The Petitioner was represented by Russell Yauney. Respondent was represented by Mersadies Reber. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, hereby enters the following:

ORDERED, ADJUDGED AND DECREED:

1. The parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

Information Relating to the Children of the Parties

2. There have been three children born as issue of this marriage:

   a. R.R., born August 2013.

   b. J.R., born May 2017.

   c. C.R. born April 2019.

3. There is one additional child, K.H. born May 2009, who shall be treated as a child of the parties to the fullest extent possible without joining the biological father, and both parties shall act in a way that encourages her to remain a part of the family as if she were born to the marriage. The only enforceable provision regarding K.H. is how the parties act, this does not create a legal right of paternity. For example, where the parties have the ability to determine her schedule, she shall participate in parent-time with the other children. Where a decision is to be made, they shall confer together as if they were discussing a decision for another child.

4. There are no proceedings for custody of the above-named three minor Children filed or pending in the Juvenile Court pursuant to Utah R. Civ. P. 100.

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code § 81-11-101 *et seq.* in that Utah

is the home state of the three minor Children at the time of commencement of this proceeding.

6. Neither party has participated, as a party or witness in any other capacity, in any other proceeding concerning the custody of or visitation/parent time with the three Children that would impact this court's ability to have jurisdiction.

7. Neither party has information regarding any proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

8. There is no person, not a party to these proceedings who has physical custody of the three Children or who claims rights of legal custody or physical custody of, or visitation with, the Children.

Child Custody and Parent-time

9. Both parties shall share joint legal custody and joint physical custody of the minor Children of the parties pursuant to the parenting plan below.

Parenting Plan

Pursuant to Utah Code § 81-9-203, the parties agreed to the following parenting plan:

Custody Provisions

10. Custody and residency shall be exercised as the parties agree. If the parties do not agree, they will share custody equally pursuant to Utah

Code § 81-9-305, as demonstrably reproduced below, with Jeramy having custody of the Children on Monday and Tuesday, Mersadies having custody Wednesday and Thursday, and alternating which parent has custody from Friday through Monday morning.

11. Holiday: Holidays shall be shared as the parties agree. If they do not agree, they will abide by the statutory holiday schedule demonstrably reproduced as follows:

Holiday	**Holiday Time Period**	**Mersadies' Years**	**Jeramy's Years**

Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd	Even

Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even	Odd
Mother’s Day	(1) Holiday begins at 5:30 p.m. on the day before Mother’s Day. (2) Holiday ends on Mother’s Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.

Father’s Day	(1) Holiday begins at 5:30 p.m. on the day before Father’s Day. (2) Holiday ends on Father’s Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even	Odd

Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd	Even

Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd	Even

Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even	Odd

Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even	Odd

Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd	Even

Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even	Odd
Day of Minor Child’s Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even	Odd
Day Before or After Minor Child’s Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd	Even

12. A parent exercising parent-time for a child’s birthday may bring other siblings along for the minor child’s birthday.

13. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Children's attendance at school for that school day.
14. If there is more than one child and Minor Children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, Minor Children may remain together for the holiday period beginning the first evening that all Minor Children's schools are dismissed for the holiday and ending the evening before the first Minor Child returns to school.
15. Extended: For extended parent-time with Minor Children, and at the election of the noncustodial parent, the noncustodial parent is entitled up to nine consecutive days of parent-time with Minor Children, when school is not in session for summer break.
16. Notification: Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.
    - In odd numbered years, Mersadies shall provide notice to Jeramy by May 1, and Jeramy shall provide notice to Mersadies by May 15.
    - In even numbered years, Jeramy shall provide notice to Mersadies by May 1, and Mersadies shall provide notice to Jeramy by May 15.
    - If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule

for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

17. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:
    a. The holiday schedule for Mother's Day or Father's Day;
    b. The holiday schedule for Minor Children's birthdays, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Children away from that parent's residence during the uninterrupted extended parent-time;
    c. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Children's birthdays;
    d. Extended parent-time; and
    e. The schedule for weekday or weekend parent-time.
18. Each parent may have the Children from 3 p.m. to 9 p.m. on the parent's actual birthday. A parent's birthday does not take precedence over holidays, extended parent-time, or uninterrupted parent-time. If a parent is unable to have the child on the parent's birthday because it

conflicts with a holiday, etc, then the parent may have the minor Children on the first day before or after the conflicting holiday.

19. Exchanges shall occur by dropping a child off at school, which will begin the other parent's time. If that is not feasible, then the party gaining custody shall be responsible for transportation. Unless otherwise provided in statute or by this order, parent-time exchanges not specifically described shall take place at 9 a.m.

Decision-Making Authority and Future Disputes Provisions

20. Emergency decisions shall be made by the parent with physical custody of the child at the time of the emergency.

21. Disagreements about issues not covered by an applicable order or statute shall be discussed between the parties, and the reasonable best interests of the minor Children will be the basis on which decisions are always made. Decisions regarding education, medical care, dental care, religion, counseling, and other significant parenting matters shall always be discussed between the parties. Routine/day-to-day decisions may be made by the parent exercising custody.

22. If the parties are unable to agree to a resolution of an issue, they shall seek input from a neutral professional with experience in the field of the issue. For example, for medical issues a pediatrician could provide input, for educational issues a teacher or therapist could provide input. If the parties are still unable to agree, they shall attempt to mediate the

issue(s). If mediation does not resolve the issues, the parties will resolve the issue with the Court, by motion. During this process, the status quo will remain in place.

23. Unless the parties mutually agree in writing or the Court orders otherwise, the minor Children shall remain enrolled in their current school, and shall attend the corresponding feeder schools, unless both parties move from the boundaries of the schools and a waiver is not possible. In that situation, if the parties are unable to agree on an education plan, they will seek court intervention as to which parent's residence will be considered the minor Children's home residence for purposes of identifying the appropriate school.

Additional Co-Parenting Provisions

24. Each parent shall endeavor to obtain notice of events regarding the children through their own efforts, such as signing up for email lists and school communications individually. If one parent signs a child up for anything, they shall ensure that the other parent's contact information is clearly provided so that the other parent will receive updates and communications. To the extent that a parent has reason to believe that the other parent will not be informed of an event, each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a

child is participating or being honored. The parents shall be entitled to attend and participate fully in any of the children’s events.

25. Pursuant to Utah Code § 81-9-202(19), for emergency purposes, whenever any child travels and will be away for more than 2 nights, all of the following will be provided to the other parent:
    a. an itinerary of travel dates;
    b. destinations;
    c. places where the child or traveling parent can be reached; and
    d. the name and telephone number of an available third person who would be knowledgeable of the child's location.
26. Each parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.
27. 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 or knowledge of an impending change.
28. 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.

29. Parental care is better care for the Children than surrogate care and a parent, if willing and able to transport the Children, may provide the child care where the child care is likely to be a recurring need, or where the parent will be away for a full overnight. Child care arrangements with nominal or no charge are presumed to be more reasonable than care with a traditional cost, and therefore the other parent shall be consulted as to their availability before work-related, paid child care is obtained. If a parent is not available to provide such care, then care provided by a step-parent or other responsible relative is preferred if the care can be provided without reasonable fear of a parent being disparaged by a caregiver.
30. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent. Each parent will also provide the other parent with the name, current address, and telephone number of all surrogate care providers.
31. Telephone contact will be at a reasonable hour and for reasonable duration. If the parties are unable to agree, then they shall facilitate phone contact if the other parent has not had parent-time with the Children for more than three days. The contact will be on the fourth day, reasonably before bedtime, and will be uncensored.
32. Special consideration shall be given by each parent to trade time to make the Children available to attend family functions including

funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

33. Parties will not introduce the minor Children to any romantic interest until they have been in an exclusive, committed relationship for more than three consecutive months. They will notify the other parent before the minor Children are introduced to the new individual.

Notice and Parent-Time Responsibilities in the Event of the Relocation of Either Party

34. In the event that either party relocates, said party shall provide notice to the other party of the relocation as soon as practicable, but no less than 60 days prior to the relocation. If it is not possible to provide the full 60 day notice, notice shall be given as soon as is practicable.

35. The notice shall be written, or in another format easily presentable at a court hearing.

36. The notice shall state the following:

    a. Where the party is moving to;

    b. When the party will be relocating;

    c. The reason for the relocation;

    d. Whether or not the relocating party thinks that the current visitation plan will continue to be tenable; and

e. If the notice was provided less than 60 days prior to the relocation, a statement as to why the notice could not have been provided in a timely manner.

37. The intent of this notice is to give both parties an opportunity to assess whether or not the change will require a modification of the current custody order.

38. In the event that a party relocates to where either party is concerned that the parent-time schedule is untenable in its current form, or where school attendance will be materially impacted, the parties will either agree on a modified parenting plan or seek court intervention.

Miscellaneous Provisions

39. Prior to obtaining any affirmative relief regarding modification of custody or of the parenting plan, the parties will attempt to resolve the issues through mediation. This will not apply in an emergency. The parties may file pleadings or other paperwork prior to mediation to frame the issues or otherwise protect potential rights, but no hearing will be scheduled, nor will affirmative relief be granted.

40. Any mediation required under the parenting plan will be scheduled with the mediator within 1 week of the mediation being requested in writing. The mediation will occur within 3 weeks of the request, unless the requesting party agrees otherwise. The parties will exchange a brief description of the issues to be discussed at mediation one week prior to

mediation. The party requesting mediation may determine the mediator, and any fees shall be shared equally at the time of mediation.

41. The Court may review the allocation of costs and attorney fees if the Court determines that the right to request mediation is being inappropriately used. Examples of inappropriate use include intention to harass or annoy, to use the financial consequence of mediation to inappropriately pressure the other party to reach an agreement, or choosing a mediator that is not financially compatible with the parties' financial capabilities.

42. Mediation may be waived if both parties agree in writing that none of the issues can be resolved in mediation.

End Parenting Plan

Provisions Relating to Support Payments

43. Jeramy is employed and earns $6,666.67 pursuant to the parties pending operating agreement. Mersadies is employed and earns $7,324.33 pursuant to her 2025 W-2. Base child support would be set at $76.

44. Because of the substantially equal nature of their incomes and because of the equal custody agreement, neither party shall be required to pay base child support to the other. The parties agree that this constitutes a deviation from the child support guidelines and that, under the circumstances described above, application of the guideline child

support amount would be inappropriate. Nevertheless, either party may seek modification of the child support order pursuant to statute, as provided below.

45. As a result of the joint physical custody and pursuant to Utah Code § 81-9-101(8) both parents shall contribute to the expenses of the child in addition to paying child support by maintaining sufficient clothing and personal items at the individual houses to meet the needs of the kids while they are with the parent. Any necessary educational expenses shall be shared equally, with each party paying their portion directly to the educational institution. If the parties agree to enroll a child in an extracurricular activity in writing (email, text, etc), then they shall share the expense of the extracurricular activity. Consent will not be unreasonably withheld, but the finances and time constraints of the parties are always relevant considerations.

46. There is no issue of child support arrearages.

47. Pursuant to Utah Code § 81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a

temporary nature; and (3) the order adjusting the child support obligation does not deviate from the child support guidelines.

48. Pursuant to Utah Code § 81-6-212(3) – (4), either party has a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of a child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

Provisions Relating to Health Insurance

49. Pursuant to Utah Code § 81-6-208, if health insurance for the benefit of the minor Children is available to either party, that party shall be required to maintain said insurance unless excused by the court.

50. Both parties will share equally the out-of-pocket costs of the premium actually paid by a parent for the minor Children's portion of insurance. The minor Children's portion of the premium 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 minor Children of the parties in this case.
51. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor Children and actually paid by the parties.
52. The parent ordered to maintain insurance will provide verification of coverage to the other parent, or to the Office of Recovery Services if applicable, upon initial enrollment of the dependent minor Children, and thereafter on or before January 2, of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.
53. A parent who incurs unreimbursed medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

54. A parent incurring unreimbursed 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 comply with the verification provisions above.
55. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.
56. In the event that there are two insurance policies for the minor Children, Jeramy’s insurance plan is primary, and Mersadies’s is secondary.
57. Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code §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 that share of the medical and dental expenses required to be paid by the parent under the order.

Provisions Relating to Childcare Expenses

58. It is not anticipated that the children will require work-related childcare. As such, each parent is responsible for childcare incurred during that parent's scheduled parent-time, unless the parties otherwise agree in writing.

Provisions Relating to Debts and Obligations

59. Except for the secured real-property obligations addressed below as well as separate business obligations, each party shall be responsible for consumer debt in that party's own name. There is no other joint consumer debt. Business debt is governed separately as provided herein and in the applicable operating agreements.

60. The parties' debts and obligations have been equitably distributed pursuant to the settlement agreement.

61. Each party will indemnify and hold other party harmless from all debts and obligations he or she is assigned under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings to the fullest extent permitted by law.

62. In the event any income tax return of the parties filed on a married filing joint basis is audited, the parties shall be equally liable for any tax, penalty or interest assessed or shall be equally entitled to any refund,

unless caused by one party's separate reporting conduct, omitted income, penalties, or post-separation acts.

63. Business debt is expressly treated separately from marital debt.

Provisions Relating to Personal Property

64. All property and property rights owned by either party (excluding real property and business interests, addressed below) have been divided to the parties' mutual satisfaction and each party is awarded the property in their possession.

65. The parties will duplicate any desired family pictures and videos, so each party has a copy. The parties will share the costs of duplication equally.

66. Any debt directly associated with an item of property, such as a loan on a vehicle, will be the responsibility of the person who is awarded the property.

67. All remaining personal property is awarded to each of the parties as they have heretofore divided it, including vehicles, boats, etc., and each party waives their right to further claim to personal property, accounts, or assets already disclosed and divided.

Provisions Relating to Real Property

68. Any real property owned by either party shall be distributed as part of the marital estate as indicated below.

Jeramy's Residence

69. During the course of the marriage, the parties acquired a home and real property located at 1085 E 1050 S, Spanish Fork, Utah 84660, more particularly described as PART LOT 18, PLAT A, GREEN ACRES ESTATES SUB DESCRIBED AS FOLLOWS:COM S 1473.37 FT & W 136.19 FT FR NW COR. SEC. 29, T8S, R3E, SLB&M.; S 58 DEG 53' 55" E 134.43 FT; S 26 DEG 29' 10" W 108.26 FT; ALONG A CURVE TO R (CHORD BEARS: S 66 DEG 21' 22" W 17.14 FT, RADIUS = 15.02 FT); N 78 DEG 50' 45" W 132.56 FT; N 28 DEG 8' 36" E 167.35 FT TO BEG. AREA 0.446 AC.

70. Jeramy Reber is awarded the home and real property located at 1085 E 1050 S, Spanish Fork, Utah 84660, as his sole and exclusive property. Mersadies Reber shall execute a quit claim deed or any other documents necessary to convey to Jeramy all right, title, and interest she may have in said real property within 10 days of the entry of the Decree of Divorce herein. In the event Mersadies fails to execute said documents as ordered, Jeramy may submit an ex parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the clerk of the court to execute said necessary documents. Any equity attributable to the residence will be Jeramy’s property.

<u>Mersadies’ Residence</u>

71. During the course of the marriage, the parties acquired a home and real property located at 1591 S 1300 E, Spanish Fork, Utah 84660, Utah

County Parcel No. 55-628-0006, more particularly described as LOT 6, PLAT A, WAPITI COVE SUBDV..

72. Mersadies Reber is awarded the home and real property located at 1591 S 1300 E, Spanish Fork, Utah 84660, as her sole and exclusive property. Jeramy Reber shall execute a quit claim deed or any other documents necessary to convey to Mersadies all right, title, and interest he may have in said real property within 10 days of the entry of the Decree of Divorce herein. In the event Jeramy fails to execute said documents as ordered, Mersadies may submit an ex parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the clerk of the court to execute said necessary documents. Any equity attributable to the residence will be Mersadies' property.

Indianola Cabin

73. During the course of the marriage, the parties acquired a cabin and real property located 8200 E. 36540 N., Fairview, Utah 84629, more particularly described as BEG 160 RD E,49.5 FT S AND 974 FT W NW COR SW1/4 SEC 4-12-4E; W 346 FT, S 369.60 FT, E 150 FT, N12°E 236.15 FT, N83°E 109.42 FT, N17°E 131 FT TO PT BEG. CONT 1.94 AC.

74. Mersadies Reber is awarded the home and real property located at 8200 E. 36540 N., Fairview, Utah 84629, as her sole and exclusive property. Jeramy Reber will execute a quit claim deed or any other documents necessary to convey to Mersadies all right, title, and interest he may

have in said real property within 10 days of the entry of the Decree of Divorce herein. In the event Jeramy fails to execute said documents as ordered, Mersadies may submit an ex parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the clerk of the court to execute said necessary documents. Any equity attributable to the residence will be Mersadies' property.

Process for Sale of Home

75. In the event that a property will need to be sold for failure/inability to refinance or maintain mortgage payments, etc, in listing the house for sale the parties shall agree upon a realtor. Forced sale is the last resort of the parties, taking into account all of the surrounding circumstances. Before forcing the sale of a residence, they shall explore other options such as lender release, assumption, etc. If the parties are unable to agree on a realtor, they shall each present two names to consider. If they are unable to agree, the realtor with the lowest total compensation shall be used. If the compensation is equal, then the parties will select new candidates and repeat the process. The parties will sign and return the necessary contracts within 24 hours of receiving them.

76. Decisions regarding the sale of the home will be as the parties agree. If the parties do not agree, the parties will follow the recommendations of their realtor regarding listing price, reasonable offers, counteroffers, reductions in price, etc. The parties will also follow the advice of their

realtor regarding recommended preparation, repairs and maintenance necessary to sell the home for the best price in a reasonably fast time. Any expenses incurred as a result of the realtor's recommendation will be reimbursed from the proceeds at closing.

General Provisions Regarding Secured Debts

77. Where a non-occupying party experiences and discloses a legitimate financial problem by remaining on the mortgage associated with the other person's residence, the occupying party will act to remove the non-occupying party from the indebtedness within 90 days of any written request. If the occupying party is unable to refinance, etc., they shall explore the options and remedies as described above. In the meantime, the occupying party is solely responsible for the payment of the mortgage, insurance, taxes, etc.

78. A legitimate financial problem is a problem that materially impairs a party's ability to move forward with their economic goals, taking into account the parties desire to continue working on parallel tracks for the benefit of their children. Evidence of a legitimate financial problem shall include, but is not limited to, source documents demonstrating the issue and budgets demonstrating the problem.

79. A spouse responsible for payment of an obligation where the other party is also obligated must provide proof of timely payment if requested. They shall provide immediate notice to the other spouse in the event of

a late payment or default. The non-occupying spouse is entitled to cure any deficiency to protect their personal interests, and shall be immediately reimbursed if they do cure the deficiency.

80. The parties will cooperate to the greatest extent possible to give the non-occupying spouse authority to receive statements/payment history, and to provide lender access or documentation. There will be no modification/forbearance/loan extension without written consent of the affected party. There will be no new liens, HELOCS, second mortgages, etc, without the written consent of the non-occupying spouse.

Provisions Regarding Business Interests

81. For purposes of this Stipulation and Settlement Agreement, the term “Business Interests” shall be construed broadly to include every business, entity, ownership interest, membership interest, partnership interest, corporate interest, subsidiary, affiliate, holding company, real-estate entity, investment entity, and other business interest owned, in whole or in part, directly or indirectly, by either party as of the date this Stipulation is signed, whether or not specifically identified by name herein.

82. The parties own certain business organizations which shall be distributed as indicated herein. The parties’ businesses are attached as Exhibit A to the Settlement Agreement.

83. The omission of any business or entity from a schedule, exhibit, list, or description in this Stipulation shall not exclude that business or entity from the scope of the parties' agreement if it was owned, directly or indirectly, by either party as of the date of signing. Identification of an interest as a Business Interest does not itself alter its ownership or make a separately awarded interest jointly owned.

84. Jeramy is awarded ownership of Reber Properties Payson 2 LLC as his sole property. Regarding the remaining businesses, Jeramy and Mersadies intend to remain equal 50/50 owners of the jointly retained business interests after divorce through joint ownership of holding companies, etc., as demonstrably outlined in the aforementioned Exhibit A. Unless a specific entity is expressly allocated otherwise, neither party receives a greater ownership interest by reason of the divorce.

85. Continued operation of the jointly owned businesses shall be conducted pursuant to the relevant operating agreements.

86. The parties have certain personal guarantees for business obligations. Neither party will increase the other's personal guaranty exposure without the written consent of the other party. Any personal guaranty existing as of the date of signing the settlement agreement will be indemnified by the relevant businesses pursuant to the relevant operating agreements, and is not a marital debt. The parties shall use

commercially reasonable efforts to obtain releases of the personal guarantees where it will not materially impact business operations.

87. Neither party shall voluntarily transfer or encumber any ownership interest to a spouse or romantic partner without the other party's *notarized* consent.

88. Remarriage and Protection of Business Interests.

    a. The remarriage of either Jeramy or Mersadies shall constitute a "Remarriage Event" under the Stipulation, the Decree, and under the governing Operating Agreements for the parties' Business Interests. The day before shall be the effective date of the Remarriage Event.

    b. As a condition of retaining the affected party's Business Interests following a Remarriage Event, the remarrying party shall, before the marriage occurs, enter into a valid and enforceable premarital agreement with the prospective spouse that protects the Business Interests from any claim, ownership interest, marital interest, equitable interest, management right, voting right, right of control, right to distributions, or other claim arising by reason of the marriage, divorce, separation, death, elective-share rights, inheritance rights, or otherwise. A draft of any proposed prenuptial agreement shall be shared with the other party reasonably prior to execution, and a copy of any executed prenuptial agreement shall be provided to the other party immediately upon execution.

c. The premarital agreement shall, at a minimum, provide that the prospective spouse:
    i. waives any present or future ownership or marital claim to the Business Interests;
    ii. waives any right to acquire, receive, control, vote, manage, encumber, or otherwise exercise authority over any Business Interest;
    iii. acknowledges that all Business Interests, together with all appreciation, retained earnings, distributions, proceeds, substitutions, reorganized interests, and successor interests attributable thereto, shall remain the separate property of the remarrying party except to the extent otherwise expressly provided in the parties' governing business documents;
    iv. waives any right to receive Business Interests by intestacy, elective share, spousal allowance, or other marital or probate right, except to the extent expressly authorized by the governing Operating Agreement or an estate-planning instrument permitted by that Operating Agreement; and
    v. acknowledges that any transfer of Business Interests is subject to the transfer restrictions, buy-sell provisions, succession provisions, and other limitations contained in the applicable Operating Agreement.

d. The governing Operating Agreements shall contain transfer restrictions providing that no Business Interest may be voluntarily or involuntarily transferred to a future spouse except as expressly permitted by the applicable Operating Agreement. The Operating Agreements shall further provide appropriate purchase, redemption, transfer, or other remedies upon the occurrence of a Remarriage Event that is not accompanied by the protections required by this paragraph.

e. If a premarital agreement executed in anticipation of a Remarriage Event is subsequently determined by a court of competent jurisdiction to be invalid, unenforceable, rescinded, materially ineffective, or insufficient to provide the protections required by this paragraph, the parties agree that, solely for purposes of enforcing this Stipulation and the governing Operating Agreements between Jeramy and Mersadies, the required condition associated with the Remarriage Event shall be deemed not to have been satisfied as of the day before the remarriage.

f. A failure to satisfy the requirements of this paragraph, whether because no qualifying premarital agreement was executed before remarriage or because such agreement is subsequently determined to be invalid, unenforceable, or materially ineffective, shall constitute a “Failed Protection Event” under the governing Operating

Agreements. Upon a Failed Protection Event, the non-remarrying party, the applicable business entity, or such trusts or other persons established for the benefit of the parties' children as are designated in the governing Operating Agreements shall have the rights established therein to purchase, redeem, transfer, restrict, or otherwise protect the affected Business Interests from exposure to the future spouse.

g. Under no circumstances shall the occurrence of a Remarriage Event, or the invalidity or failure of a required premarital agreement, itself cause any Business Interest, voting right, management right, or right of control to pass to a future spouse. Any rights arising from a Failed Protection Event shall operate in favor of the persons or entities designated in the governing Operating Agreements and not in favor of the future spouse.

h. The protections required by this paragraph are continuing obligations. A remarrying party shall not amend, revoke, waive, terminate, or materially impair a qualifying premarital agreement, nor consent to any order or agreement affecting the Business Interests inconsistently with this paragraph, without the prior written consent of the other party.

i. The parties shall cause the Operating Agreements governing their Business Interests to contain provisions implementing the

requirements of this paragraph, including appropriate transfer restrictions, rights of first refusal, redemption rights, purchase rights, valuation procedures, payment terms, death and succession provisions, and remedies for a Failed Protection Event.

89. The parties may jointly instruct entity counsel to prepare documents on behalf of the business entities consistent with the agreed framework, subject to each party's right to obtain independent counsel.

90. Other than the allocation of business interests assigned by the divorce, the Operating Agreements will govern entity governance as to the entity and third parties. This Stipulation and the resulting Decree remain enforceable as personal obligations to the fullest extent possible. If there is any inconsistency between the Decree and an Operating Agreement, the Operating Agreement(s) will control unless the inconsistency would alter the ownership or allocation of Business Interests established by this Agreement and the Decree.

Provisions Relating to Alimony

91. Both parties are aware of the right to seek alimony now or in the future, and that their future circumstances may change to where they regret waiving alimony. Regardless, each party expressly waives and forever disclaims any right to seek alimony, now or in the future.

Provisions Relating to Pension and Retirement Related Assets

92. To the extent that any retirement accounts exist, they are awarded to the party who owns them.

Tax Benefits

93. Any tax benefits associated with the minor children shall be equitably assigned.

94. The parties will share the rights to claim the minor Children as exemptions for the purposes of filing federal and state income tax returns as follows:

95. Jeramy is entitled to claim the following minor children as exemptions for the purposes of filing federal and state income tax returns:

    a. R.R., born August 2013.

    b. C.R. born April 2019.

96. Mersadies is entitled to claim the following minor children as exemptions for the purposes of filing federal and state income tax returns:

    a. J.R., born May 2017.

    b. Mersadies may claim K.H. to the extent legally permitted.

97. Any time that there are an odd number of children to be claimed for tax purposes, the parties will alternate who claims the youngest child, with Jeramy claiming the youngest child the first of such tax years, and Mersadies claiming the youngest child on alternating tax years.

98. A parent will not be entitled to claim any exemption for the purposes of filing federal and state income tax returns, unless the other parent agrees, if the otherwise entitled parent is delinquent in any child support obligation, pursuant to Utah Code § 81-6-210. This includes reimbursable child care and medical expenses.

99. Either party may request a completed IRS Form 8332 from the non-claiming party. The completed form will be provided within 7 days of any request.

Attorney's Fees

100. Each party will assume his/her own costs and attorney's fees incurred in prosecuting this action through the date of divorce. This shall not be construed to limit the court’s ability to award fees in the event of a violation of the Decree.

Other

101. For the purposes of the Servicemembers Civil Relief Act, 50 U.S.C. § 520, neither party is a member of the military.

102. Mersadies shall be restored the use of her former name, Mersadies Harward, if she so desires.

103. The provisions of the Decree of Divorce shall be interpreted using the principles of good faith and fair dealing and principles of reasonableness as determined by the Court.

104. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court within 14 days of any request for such implementation.

----- END OF ORDER -----

The Court’s electronic signature appears at the top of the first page.

APPROVED AS TO FORM

/s/ Mersadies Reber

Respondent

(Signed by Russell Yauney with

permission from Mersadies Reber by email)

CERTIFICATE OF SERVICE

I certify that on November 5, 2026, I caused the foregoing Decree of Divorce to be served on the individuals below by the method noted, in accordance with Utah R. Civ. P. 5:

Mersadies Reber
mersadies_93@yahoo.com
Via Email

/s/ Russell Yauney