The Order of the Court is stated below:
Dated: November 10, 2026 01:45:34 PM **/s/** RYAN P.C. STACK
District Court Judge

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IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH
137 N Freedom Blvd, Provo, UT 84601

In the matter of the marriage of: JOSHUA ANDREWS, Petitioner, and ANNE WANJIKU, Respondent.	**DECREE OF DIVORCE** Case No. 264401362 Judge: Ryan Stack Commissioner: Marian Ito

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement* , a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Residency. The parties are bona fide residents of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on May 3, 2016, in Kenya, and are presently married.

3. Divorce. The parties are hereby granted a divorce from one another, and the bonds of matrimony are forever severed.

4. Children. The following are minor children of the parties:

Name	Date of Birth
R.A.	November 2016
B.A.	July 2020

PARENTING PLAN

5. Custody/Parent time. The parties are awarded joint physical 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:

	Mon	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**
Week 1	Mother	Mother	Mother	Father	Father	Father	Father
Week 2	Mother	Mother	Mother	Father	Mother	Mother	Mother

a. Regular Parent Time.

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

ii. The Father shall have a midweek overnight after school (or 9 a.m. if school is not in session) on Thursday until Friday morning with drop off to school (or 9 a.m. when school is not in session.)

iii. Unless the parties agree otherwise, the minor children will go to Father's house after school on days when Mother is working and Mother will pick up the minor children from Father's residence after work or after the children's mutually agreed upon activities. If Mother is no longer working the parties will discuss where the children go after school at that time.

b. Summer-time. Father shall receive up to four weeks when school is not in session at the option of Father, including weekends normally exercised by Mother, but not holidays; two weeks shall be uninterrupted time for Father; and the remaining two weeks shall be subject to parent-time for Mother for weekday parent-time on Wednesday from 9 a.m. until 8:30 p.m. but not weekends, except for a holiday to be exercised by the other parent. Mother shall also have two uninterrupted weeks in the summer.

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 the first-option parent and May 15 for the second-option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Annotated §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 National Freedom Day Holiday** begins at 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 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.

Mother	Father	**July 4th Holiday** beings on July 3rd at 5:30 p.m. until July 5th at 8:30 p.m.
Father	Mother	**July 24th Holiday** beings on July 23rd at 5:30 p.m. until July 25th at 8:30 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 3 p.m. to 8:30 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** after school or 3:00 p.m. until 8:30 p.m.
Father	Mother	**Child's actual birthday** from after school or 3:00 p.m. until 8:30 p.m.
Father	Father	**Father's Day Holiday** beings at 5:30 p.m. on the day prior to the holiday and ends on the holiday at 8:30 p.m.
Mother	Mother	**Mother's Day Holiday** beings at 5:30 p.m. on the day prior to the holiday and ends on the holiday at 8:30 p.m.

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 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. The parties will continue to use their current pediatrician as the pediatrician for the children and specialists that their pediatrician recommend, when needed.

b. Dental. The parties will use their current dentist as the dentist for the children and specialists that their dentist recommends, when needed.

c. Separate Accounts. According to Utah Code Annotated §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.

d. Educational Plan. The children shall continue to attend East Meadows Elementary School, Diamond Fork Middle School, Spanish Fork Junior High School, and Spanish Fork High School, unless otherwise mutually agreed upon by the parties in writing. Both shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

9. Relocation. If either party moves more than 40 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.)

10. AppClose. The parties will utilize AppClose to communicate and calendar and exchange receipts. The parties will each pay their respective costs for AppClose. The parties will not use their children to deliver messages. The parties will use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of AppClose by August 15, 2026. The parties shall respond within 48 hours of any communication.

The parties will exchange receipts, calendar, and communicate through AppClose. The parties will not use AppClose to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the children.

11. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.

12. Travel.

a. 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:

i. An itinerary of travel dates;

ii. Destination;

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

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

b. Both parties shall have reasonable access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. Mother will be the custodian of the older child's passport and Father will be the custodian of the younger child's passport.

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. Placing information on the calendar shall constitute notice.

15. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, 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.

16. Mutual Restraining.

a. While Mother continues to live in the marital residence the parties will make best efforts to reduce conflict.

b. 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.

c. Both parties are restrained from discussing adult issues 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, 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.

d. 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.

e. 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.

f. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

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

h. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

i. Neither party will introduce a significant other to the minor children prior to being in a relationship for at least 6 months from the signing of this Stipulation.

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 two hours or more during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. Limitations.

a. The people in the respective households and the parties will not use illegal drugs or prescription drugs in a non-prescribed manner during the parent time. The parties shall not consume alcohol 12 hours prior to or during their respective parent time.

b. Upon reasonable suspicion, either party shall submit to random alcohol or drug testing at the request of the other party. If a UA of EtG is requested, the test shall be completed within 24 hours and shall be observed. 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 or alcohol test need to be provided 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 a party, 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. Parent-time shall end at 8:30 p.m. and there shall be no overnights. The parent-time herein shall resume contingent upon four consecutive weekly clean drug or alcohol tests at the cost of the party taking the 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. The parties both agree, however, that 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. 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 child's extra-curricular activities and the parent who signs up the child shall put the event on the AppClose Calendar within 24 hours of receiving the calendar or any change.

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 shall 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.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

23. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq*. Mother's gross monthly income is $2,990.00 per month. Father's gross monthly income is $4,959.00 per month. Mother has 220 overnights and 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 $640.00 per month. Child support shall commence the first of the month following Mother no longer residing in the marital residence. 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.

24. Medical/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 U.C.A. §81-6-208. The Mother is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. 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. Each 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. The 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 Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father 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. 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.

25. Childcare Expenses. The parties will make best efforts to use family members to provide surrogate care when the other party is not available. If paid surrogate care is required, the parties will pay for the surrogate care accrued during their respective time with no reimbursement from the other party.

26. 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 the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

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

27. Real Property. The marital property located at 2046 East 1330 South, Spanish Fork, Utah will be awarded to the Father with all debts and liabilities commencing on August 1, 2026. The Father shall hold the other party harmless on all debts and liabilities associated with the home. The Father will get the utilities solely in his name by September 1, 2026. As part of the global property settlement agreement, Father shall pay Mother $25,000.00 within 18 months of signing this agreement. Father shall pay Mother $10,000.00 within 60 days of signing this agreement. Mother shall move out of the marital residence within 60 days of receipt of the $10,000.00. While the parties are living in the marital residence they will continue to pay household expenses according to the status quo. In the event that Father does not pay Mother $25,000.00 in full according to the terms of this agreement, the parties shall immediately put the home for sale with a mutually agreed upon Real Estate Agent. Mother shall give Father three names for Real Estate Agents and Father shall choose one within 14 days of receipt. The parties shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the proceeds of the home shall be distributed as follows:

i. First, the parties shall pay the cost of sale;

ii. Second, the mortgage shall be paid;

iii. Mother shall be paid the remaining balance of the $25,000.00 property settlement.

iv. The remaining equity shall be awarded to Father free and clear of any additional claim by Mother.

28. 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:*
2019 Ford F250	Father
2019 Audi Q5	Mother

a. Prior to Mother moving out of the marital residence, other items not listed herein shall be divided equally between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

29. 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:*
All Debts in Father's Name Only	Father
All Debts in Mother's Name Only	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, he

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 a payment is not paid in a timely manner, 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.

30. Checking, Savings and CD, Accounts. Each party will be awarded monies in their own separate checking and savings accounts, free and clear of any claim by the other. Mother shall continue to manage the money in the joint account she holds with the minor children. The funds shall be awarded to the children at the age of majority or used to pay mutually agreed upon child related expenses. Mother shall provide Father statements of the children's accounts upon request.

31. Retirement Accounts. As part of the global property agreement, Mother is awarded her JP Morgan IRA ending in #9908 in the approximate amount of $25,000.00, free and clear of any claim by Father.

32. Business Interest. Father shall be awarded 100% of the business interest in BENSCHE, LLC, Kamba, LLC, (and any other businesses in his name) and all associated income, assets, intellectual property, debts, liability, and tax consequences.

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. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quitclaim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

35. Divorce Education. The parties will take the Divorce Education Class and Mandatory Parenting Course within 30 days of the date the Stipulation is signed.

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

*****END OF ORDER*****

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Kurt Quackenbush
Kurt Quackenbush
Licensed Paralegal
Practitioner for Anne Wanjiku
Signed by Kenton Walker with written
Permission of Kurt Quackenbush

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

ANNE WANJIKU: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Josh Andrew's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of September 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Kurt Quackenbush
QUACKENBUSH LEGAL, PLLC
488 East Winchester Street, Suite 310
Murray, Utah 84107
Telephone: (385) 955.3533
Email: info@quackenbushlegal.com
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/s/ Dana L. Hayward
Dana L. Hayward
Paralegal for Kenton Walker