The Order of the Court is stated below:
Dated: November 18, 2026 09:52:57 AM **/s/** DEREK P PULLAN
District Court Judge

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Attorney-Mediator for the Parties

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of	DECREE OF DIVORCE Case No.: 264403034 Judge: DEREK P PULLAN Commissioner: DUSTIN HARDY
EVELYN BUSH, Petitioner, and DANIEL A. BUSH, Respondent.	

This Court having reviewed the parties' Stipulation and Settlement Agreement, and

having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

PARENT TIME

1. **Physical Custody.** Evelyn is awarded sole physical custody of their children and will exercise parent time and will follow the schedule set below. The schedule will be as the parties agree. If they cannot agree, they will use the following schedule:

	Mon	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**
Week 1	Mother	Mother	Mother	Mother	Father	Father	Mother
Week 2	Mother	Mother	Mother	Mother	Mother	Mother	Father
Week 3	Mother	Mother	Mother	Mother	Father	Father	Mother
Week 4	Mother	Mother	Mother	Mother	Mother	Mother	Father

2. **Transportation.** The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing.
3. **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 reasonable time.

4. **Summer Time.** Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Father will elect first by April 1st. On even years, Mother will elect first by April 1st. The two week blocks cannot conflict with the other party's holiday time, including July 4th or July 24th.
5. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code §81-9-303. Mother shall be designated the custodial parent for purposes of the holiday rotation.
6. **Special Events**. Special consideration shall be given by each parent 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 visitation schedule.
7. **Relocation.** The parties will follow Code §81-9-209.
8. **Legal Custody.** The parties shall have joint legal custody.

9. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.
10. **Day to Day Decisions.** 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.

11. **Major Decisions.** The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.
12. **Notification of Children's Events.** Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.
13. **Travel.** When the children travel with either parent out of state and will be away for at least one night, the following should be provided to the other parent at least 24 hours prior to departure:
    a. An itinerary of travel dates;
    b. Destination;
    c. Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

14. **Communication**. The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.
15. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
16. **Third Party Responsibility.** 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 child from such circumstances.
17. **Romantic Partners.** Neither party shall introduce the children to any new romantic partners unless they are in a stable, committed relationship for at least 3 months.

CHILD SUPPORT AND EXPENSES

18. **Child Support.** Child Support shall be calculated as according to Utah Code §81-6-107. The Mother's gross monthly income is $9,919. The Father's gross monthly income is $10,899. Therefore, per the Sole Physical Custody Worksheet, the Father's monthly child support obligation shall be $1,443 per month.
19. **Payments and Arrears.** Payments shall begin the month following the entry of the Decree of Divorce and shall be due in equal halves on the first and 15th of each month.

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 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 written consent from the other parent shall be solely responsible for that expense.
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. The parties agree that this does not include private school tuition. 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. **Medical/Dental Expenses**. The parties shall provide health care coverage for the minor children pursuant to Utah Code §81-6-208. 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. Father currently provides said insurance.

a. Each parent shall share equally the out-of-pocket costs 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 shall 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.

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 of both parents, then each parent will cover the cost of their own plan.

e. 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.

23. **Therapy.** The parties should discuss and agree on any therapy or mental healthcare treatment prior to engaging the child with a therapist.
24. **Division of Accounts**. According to Utah Code §15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.
25. **Childcare Expenses**. The parties shall adopt Utah Code §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The payments shall be made to the providers directly when possible, if it is not possible then reimbursement shall be made within 30 days of the receipt.
26. **Dependency Exemption/Tax Credit**. The parties will share the dependency exemption/tax credit for the minor children as follows:
    a. While there are two qualifying 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. While there is one qualifying child, the parties will alternate claiming them. Father will claim for odd-numbered tax years and Mother will claim for even-numbered tax years.

c. The party who owes child support must be current by December 31 of the tax year in question in order to be eligible to claim.

27. **2026 Taxes**. The parties will meet with a CPA or other tax professional to determine the most advantageous way to file their taxes for 2026. The parties will equally share any tax refund or tax liability.

28. **Alimony.** Neither party will be awarded alimony. All claims to alimony are waived both now and in the future.

PROPERTY AND ASSETS

29. **Marital Home.** The parties own a marital home at 171 N 160 E, Vineyard, UT 84059, Vineyard, Utah and rental property at 3728 W 2750 N Lehi, UT 84043 Lehi, Utah. The parties agree to award Evelyn the marital home and award Daniel the rental property.

a. The Vineyard property will be awarded to Evelyn as her sole and separate property, together with all equity and debt associated therewith, and will acquire all necessary ownership and maintenance at the signing of this agreement. Daniel therefore relinquishes all current and future equity, appreciation, reimbursement, rental-income and ownership claims in Vineyard.

b. The Lehi property will be awarded to Daniel as his sole and separate property, together with all equity and debt associated therewith, and will acquire all necessary ownership and maintenance at the signing of this agreement. Evelyn therefore relinquishes all current and future equity, appreciation, reimbursement, rental-income and ownership claims in Lehi.

c. Daniel will remain in the marital home until December 31st. The parties will separately draft a Temporary Occupancy Agreement containing terms for Daniel's stay in the home. The Agreement should contain at least the following terms:

    i. While residing in the home, Daniel must have software Covenant Eyes downloaded and activated on all compatible personal devices. Daniel shall maintain an active designated sponsor/accountability partner who receives the monitoring and accountability reports by the software. Daniel shall not intentionally disable, uninstall or tamper with the software during his occupancy of the marital property.

d. Both parties agree that violation of this agreement will result in termination of occupancy.

e. After December 31st, 2026, the parties will reconvene to discuss the option of renewing Daniel's occupancy. If the parties cannot agree on a plan, they should attend mediation on the matter.

30. **Vehicles.** The parties' vehicles will be divided as follows:

a. The parties should be solely responsible for their own Vehicles.

b. Daniel will keep the 2023 Tesla. Evelyn will keep the 2024 Icon 5 Hyundai.

c. The parties should be solely responsible for any debts and liabilities associated with the vehicles he or she is being awarded and should hold the other party harmless and indemnify the other party with regard to any such debts or liabilities.

31. **Retirement Accounts.** The parties will each keep the retirement accounts in their own names. Neither shall have any claim to the other's accounts, either now or in the future.

32. **Business Interests.** Each party will keep any businesses registered in their own names.

33. **Cash & Savings Accounts.** Each party will keep the bank accounts in their own names and all funds therein.

34. **Debts.** Daniel will be solely responsible for the following debts and will pay them off in accordance with their current payoff timelines:

    a. HELOC debt of approximately $73,000. Daniel shall be solely responsible for repayment of the entire remaining HELOC balance. Daniel will continue to pay immediately upon signing a minimum of $1,000 a month to Evelyn or directly into the account until the loan is paid off completely. Daniel's obligation to pay a minimum of $1,000 per month toward the HELOC shall

continue until the HELOC is paid in full, regardless of whether Daniel resides at, voluntarily vacates, or is required to vacate the Vineyard property.

b. Mountain America debt of approximately $24,000

c. Each party should be solely responsible for any debts and liabilities associated with the properties he or she is being awarded and should hold the other party harmless and indemnify the other party with regard to any such debts or liabilities.

35. With the exception of the mortgage loans and vehicle loans described herein, the parties have no other shared marital debts. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.

36. **Personal Property.** All other personal property will be divided as the parties agree.

37. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

OTHER

38. **Maiden Name.** Evelyn's surname was Mariluz prior to the marriage. She should have the option of restoring her name to Evelyn Mariluz, should she so desire.

39. **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.

40. **Independent Advice of Counsel.** The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.
41. **Divorce Education.** The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.
42. **Drafting.** Both parties contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.
43. **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.

44. **Attorney's Fees and Costs.** Each party should be ordered to assume his or her own legal fees incurred in this action.

45. **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.

END OF ORDER

– Signature of Judge Appears at Top of First Page –

APPROVED AS TO FORM AND CONTENT:

/s/Evenlyn Bush
EVENLYN BUSH,
Petitioner
Signed by Robert M. Jepson
with written permission on 11/10/2026

/s/Daniel Bush
DANIEL BUSH,
Petitioner

Signed by Robert M. Jepson
with written permission on 11/10/2026