



KRISTOFER J. SNOW
JOLLEY & JOLLEY, A Professional Law Corporation
37 West 9000 South
Sandy, Utah 84070
kristofer@jolleyandjolley.com
Telephone: (801) 495-1442
(801) FATHERS
Fax: (801) 495-1444

Attorney for Respondent

IN THE SECOND DISTRICT COURT OF DAVIS COUNTY FARMINGTON DISTRICT, STATE OF UTAH	
In the Matter of the Marriage of: KENEDEI FABER, Petitioner, and JUSTIN FABER, Respondent.	DECREE OF DIVORCE Case No. 254700621 Judge: EDWARDS Commissioner: WINKLER

Based on the STIPULATION AND SETTLEMENT AGREEMENT as filed herein on 10/14/2025 (Dkt. 34), which has been considered and accepted by the court as in the best interests of the children or otherwise fair and equitable, and the Court having entered its Findings of Fact and Conclusions of Law, the Court hereby enters a Decree of Divorce as follows:

JURISDICTION AND VENUE

- Residence.** Kenedei is a resident of Davis County, State of Utah, and has been for at least three (3) months immediately prior to the commencement of this action.
- Marriage Information.** Kenedei and Justin were married on May 30, 2015, and are currently married.

3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce shall be entered, dissolving the bonds of matrimony.

4. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).

5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.

6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.

7. **Home State Jurisdiction.** The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.

8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§81-6-104(1) et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

CHILDREN

9. **Minor Children.** There have been two (2) children born as issue of the marriage:

Minor Children's Initials	Month & Year of Birth
O.F.	April 2020

E.F.	February 2022
------	---------------

10. **Custody.** The parties will share joint legal custody and joint physical custody of the minor children.

11. **Parent-Time.** Parent-time shall be as the parties agree. If the parties are unable to agree, parent-time shall be pursuant to Utah Code §81-9-305, with the following clarifications:

a. Regular Weekly Parent-Time. The weekly parent-time shall rotate between week 1 and week 2, as indicated in the below table. When the minor children are attending school, the parent-time exchanges shall occur school-to-school. Prior to the minor children attending school or when there is no school, the parent-time exchanges shall occur at 9:00 a.m. Transportation responsibilities for parent-time exchanges are set forth in the Transportation paragraph below. The parties agree that the regular weekly parent-time schedule may be modified as mutually agreed upon in writing by the parties to accommodate the needs of either party and/or the minor children.

Overnights	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mom	Mom	Dad	Dad	Mom	Mom	Mom
Week 2	Mom	Mom	Dad	Dad	Dad	Dad	Dad

b. Holiday Parent-Time. The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over regular weekly parent-time:

Odd Years	Even Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.

Father	Mother	President's Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	Spring Break 6:00 p.m. on the day that school dismisses for spring break to the day following the end of spring break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Memorial Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Father	Father	Father's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Mother	Mother	Juneteenth 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Mother	Father	July 4th 6:00 p.m. on July 3 rd until 6:00 p.m. on July 5 th
Father	Mother	July 24th 6:00 p.m. on July 23 rd until 6:00 p.m. on July 25 th
Mother	Father	Labor Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Columbus Day 6:00 p.m. the day before Columbus Day until 7:00 p.m. on Columbus Day
Mother	Father	Fall Break Weekend 6:00 p.m. on the day that school dismisses for fall break to the day following the end of fall break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Halloween October 31 st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Mother	Father	Veteran's Day 6:00 p.m. the day before Veteran's Day until 7:00 p.m. on Veteran's Day.
Father	Mother	Thanksgiving begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 8:00 a.m. if there is no school.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day begins when school is dismissed for winter break until December 27 th at 7:00 p.m.
Father	Mother	Second Half of Christmas Vacation , begins on December 27 th at 7:00 p.m. until drop off at school on the day that school resumes after the winter break.

Mother	Father	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
Father	Mother	Child's actual birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

c. **Summer Parent-Time.** Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session. In calendar years ending in an even number, Kenedei shall have the first choice of summer parent-time. In calendar years ending in an odd number, Justin shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

12. **Right of First Refusal.** Each parent shall have the right of first refusal to provide care for the minor children in the event the parent with the children is unavailable to do so for a period of six (6) hours or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation. This provision applies before engaging a third-party caregiver for the specified duration.

13. **Transportation.** Transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

a. A party exercising the right of first refusal shall provide the transportation both directions.

b. Parent-time exchanges shall occur at the minor children's school when the minor children begin attending school and school is in session. The party ending parent-time shall ensure the minor children are delivered to school and the party beginning parent-time shall ensure the minor children are picked up from school.

c. When school is not in session, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.

d. A third party who possesses a valid driver's license and is known to the minor children may facilitate transportation for parent-time exchanges.

14. **Parenting and Educational Plan.** The parties agree to adopt the following Parenting and Educational Plan provisions:

a. Both parties will be listed on and have access to the minor children's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor children's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one parent receives notice that the other parent would not have access to,

the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;

b. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor children;

c. The party who has the minor children in his/her care shall have the authority to make time-sensitive emergency decisions regarding the children's health, safety, or well-being. That party shall notify the other parent of the emergency and any decisions made as soon as reasonably possible;

d. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

e. When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent will be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;

f. The parties shall notify the other parent of any change of address, email address, and/or telephone number within twenty-four (24) hours of the change;

g. The parent who has the minor children in his/her care may make minor day-to-day decisions regarding the minor children without having to consult with the other parent;

h. For emergency purposes, whenever the minor children travel

overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor children can be reached;

i. The parties agree to work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability;

j. Special consideration should be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

k. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor children. The parent with the minor children in his/her care will not interfere with the virtual parent-time;

l. The parties agree that they will not put the minor children in the middle of their disputes;

m. The parties will not discuss with the minor children or in the minor children's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;

n. The minor children will not be used as messengers between the parents;

o. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;

- p. Each party will have adequate clothing for the minor children at his/her residence;
- q. Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;
- r. The parties will not ask the minor children to keep secrets from the other parent;
- s. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- t. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children;
- u. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;
- v. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;
- w. The minor children shall not be permitted to join any religion prior to reaching age 18;
- x. The minor children will not be left alone with Kenedei's mother, Jeanine Moore;

y. If the parties are unable to agree on where the minor children will attend school, the parties shall follow the joint decision-making for major issues process referenced herein;

z. If either party wishes to homeschool the minor children and the other party does not agree, the parties shall follow the joint decision-making for major issues process referenced herein;

aa. Both parents shall have access to the minor children during school hours and the authority to check the minor children out of school during his/her custodial time for emergency purposes or necessary appointments; and,

bb. Joint Decision-Making for Major Issues. The parties shall make joint decisions regarding substantial or significant issues affecting the minor children, including, but not limited to, education, medical care, dental care, religious upbringing, counseling, and other major parenting issues, as well as any other significant issue or decision not specifically referenced herein. After discussing the issue and researching potential solutions, if the parties cannot reach an agreement, they shall consult with an expert in the relevant field. If they are still unable to agree after consulting the expert, the parties shall attend mediation, with each party responsible for one-half of the mediation costs. If an agreement is not reached through mediation, either party may bring the matter before the court.

15. **Divorce Education and Orientation Class.** The parties shall each complete the Divorce Education and Orientation Class as required by the State of Utah within

fourteen (14) days of the signing of this Stipulation, if they have not already done so and shall provide one another with a copy of the certificate of completion of the class.

16. **Child Support.** Kenedei's gross monthly income is imputed at \$3,333. Justin's gross monthly income is \$22,044. Based on the joint custody child support calculation worksheet for two (2) minor children, with Kenedei having the minor children 183 overnights each year and Justin having the minor children 182 overnights each year, Justin's child support obligation to Kenedei will be \$1,231 per month, commencing October 1, 2025. Unless the Court orders otherwise, support for the child terminates at the time: (1) the 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) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable on the 1st of each month.

a. Reduction When Child Becomes 18. In accordance with statute, when a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically reduced to reflect the lower base combined child support obligation shown in the table in Utah Code §81-6-213 for the remaining number of minor children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

b. Income Withholding. The party receiving child support is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.

c. Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

17. **Child Care Expenses.** In accordance with Utah Code §81-6-209, the child support order shall require that each parent share equally the reasonable work-related child care expenses of the parents.

a. If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

18. **Medical/Dental Expenses.** In accordance with Utah Code §81-6-208, a parent shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable cost and is accessible to the children. Currently Justin is providing the minor children's medical insurance.

a. Each parent shall 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 is a per capita share of the premium actually paid. The premium expenses for the minor 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 minor children in the instant case.

b. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor children, the parent may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium.

c. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, including but not limited to deductibles and copayments.

d. The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor children, and thereafter on or

before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

f. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subsections (d) and (e) of this paragraph.

g. If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Justin's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Kenedei's health, hospital, or dental insurance plan shall be secondary coverage for the minor children. If a parent remarries and the minor 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 minor children.

h. The parties have a Health Savings Account (HSA) with an approximate balance of \$2,135. The parties agree that these funds shall be used to pay the minor children's out-of-pocket medical expenses until that amount is exhausted, after which the parties

shall equally divide all such expenses as outlined herein. Any contributions made to the HSA after the signing of this Stipulation shall be awarded to Justin.

19. **School Registration and Fees.** The parties will equally divide all reasonable and necessary school registration and school fees for the minor children. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

20. **Medical Billing for a Minor Child.** 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.

21. **Payment of School Fees.** When a court enters an order that provides for the payment of school fees of a child pursuant to Section 81-4-204 or Section 81-4-406, a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request of a parent, shall separately bill each parent for the share of the

school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a child's school fee under an order regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee. A provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order.

22. **Extracurricular Activities.** The parties will equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to the minor children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor children in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent-time. The parties specifically agree to equally share the cost of the minor children's participation in dance, soccer, forest school, swimming lessons, and annual passes to the zoo and aquarium.

TAXES

23. **2025 Tax Return.** The parties agree that the Decree of Divorce shall not be entered until January 1, 2026, to allow the parties to file a joint federal and state income tax return for the 2025 tax year. The parties shall equally share any tax refund or tax liabilities, including, but not limited to, capital gains taxes associated with any Bitcoin or other cryptocurrency cashed in through December 31, 2025, insofar as such cryptocurrency withdrawals are for the purpose of paying off the debts outlined herein; any other Bitcoin cash ins by either party through December 31, 2025, shall be the sole tax liability of the party cashing in the Bitcoin. The terms of this Stipulation shall be binding and enforceable upon execution by both parties. Justin's attorney shall prepare the final divorce documents and file them with the court, with Kenedei's attorney having the opportunity to review and approve the documents prior to filing

24. **Tax Benefits.** Beginning with the 2026 tax year, the parties shall equally share claiming the minor children for tax benefit purposes related to filing federal and state tax returns as follows:

a. So long as there are two (2) minor children, Kenedei shall be entitled to claim O.F. each year for tax benefit purposes and Justin shall be entitled to claim E.F. each year for tax benefit purposes.

b. At such time as there is only one minor child, the parties shall alternate claiming the child with Kenedei receiving the benefit for tax years ending in an even number and Justin receiving the benefit for tax years ending in an odd number.

c. The party ordered to pay child support must be current on his/her child support obligation as of December 31st of the tax year he/she is entitled to claim the minor children for tax benefit purposes on his/her tax return.

d. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor children when he/she is entitled to the tax benefit.

MEDICAL INSURANCE

25. The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

ALIMONY

26. Justin shall pay Kenedei alimony as follows:

a. \$3,500 per month for a period of twelve (12) months, commencing November 1, 2025.

b. \$3,000 per month for a period of twelve (12) months, commencing November 1, 2026.

c. \$2,500 per month for a period of twelve (12) months, commencing November 1, 2027.

d. The alimony is due on the 1st of each month.

e. The alimony shall automatically terminate October 31, 2028, upon the death of either party, Kenedei's remarriage, or Kenedei's cohabitation as defined under Utah law, whichever occurs first.

ASSETS

27. **Business Interests.** During the marriage, the parties acquired business interests, which shall be awarded as follows:

a. Justin H Faber, Inc. Justin is awarded all right, title, and interest in Justin H Faber, Inc. Justin shall assume sole responsibility for all debts and obligations associated with the business and shall indemnify and hold Kenedei harmless from any and all past, present, or future liabilities, obligations, or claims related to the business. Kenedei hereby waives any and all rights, claims, or interest in the business, now and in the future.

b. Class with Ken. Kenedei is awarded all right, title, and interest in Class with Ken. Kenedei shall assume sole responsibility for all debts and obligations associated with the business and shall indemnify and hold Justin harmless from any and all past, present, or future liabilities, obligations, or claims related to the business. Justin hereby waives any and all rights, claims, or interest in the business, now and in the future.

28. **Marital Home.** During the marriage, the parties acquired a marital home located at 1210 North 900 East, Bountiful, Utah. The marital home shall be awarded as follows:

a. Kenedei shall have the exclusive use and possession of the marital home and beginning November 1, 2025, Kenedei shall be solely responsible for payment of the monthly mortgage, utilities, and all other ongoing expenses associated with the home, holding Justin harmless therefrom. Kenedei shall timely pay the monthly mortgage payment and utilities, so long as Justin's name is on the mortgage, holding Justin harmless therefrom.

b. The parties have obtained a current appraisal of the marital home, which establishes the property's fair market value at \$580,000. The current mortgage balance on the marital home is \$423,241, resulting in total equity of \$156,759. Accordingly, each party's one-half share of the equity is \$78,379.50. Justin's share of the equity shall be satisfied through the Bitcoin transferred to Kenedei as an equalizing payment, as further set forth herein.

c. Within twelve (12) months from the execution of this Stipulation, Kenedei shall refinance the mortgage solely into her name, removing Justin from all liability. Neither party shall increase the debt on the marital home so long as both parties remain on the mortgage.

d. Contemporaneously with Kenedei refinancing the mortgage removing Justin from all liability, Justin shall execute a quit claim deed transferring all right, title, and interest in the marital home to Kenedei.

e. If Kenedei fails to refinance the mortgage, removing Justin from all liability within the specified time period, the parties shall list the marital home for sale with a mutually agreed upon licensed real estate agent. The parties agree to follow the recommendations of the agent regarding listing price, price adjustments, and consideration of offers. Kenedei may remain in the home during the listing period and shall continue to be responsible for the mortgage and all related expenses until the sale is completed. Kenedei shall maintain the home in good showing condition and cooperate with showings. Upon the sale of the home, the net proceeds shall be distributed as follows:

- i. First, to pay the costs of sale (including agent commissions and closing costs);
- ii. Second, to satisfy the outstanding mortgage balance;
- iii. Third, the remaining proceeds shall be awarded to Kenedei.

29. **Vehicles.** The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2024 Tesla Cybertruck	Justin
2013 Dodge Ram 1500 Truck	Justin
2023 Trailer	Justin
2020 Sony Tractor	Justin
2024 Hyundai Santa Fe	Kenedei

a. The parties shall sign over the title to any vehicle(s) awarded to the other within thirty (30) days of signing this Stipulation. The parties will also give the other any keys, or key fobs for those vehicle(s) within the same thirty (30) days. Each party shall be responsible for making sure that any vehicle awarded to them is properly registered in their own name after the transfer.

b. Each party shall be solely responsible for any debts, liabilities, and auto insurance related to the vehicle(s) awarded to them and shall hold the other party harmless therefrom.

30. **Personal Property.** The parties acquired personal property during the marriage. The parties shall cooperate in equitably dividing any items of personal property not specifically awarded herein within thirty (30) days of the execution of this Stipulation. If the parties are unable to reach an agreement, they shall return to mediation to resolve the issue, and

any request for mediation shall be made within the thirty (30) day period. Each party shall be responsible for one-half (½) of the cost of mediation. If the parties do not reach an agreement through mediation, either party may submit the matter to the court for resolution. If no mediation has been requested within the thirty (30) day period, the personal property shall be awarded as currently divided. Justin has removed the Milwaukee tools from the marital home, and these tools are awarded to Justin, provided that he makes the tools available for Kenedei's reasonable use upon request for a period of twelve (12) months from the execution of this Stipulation. Additionally, the fire safe shall remain at the marital home so long as Kenedei resides in the home. Upon Kenedei vacating the home, the fire safe shall be awarded to Justin.

31. **Bank Accounts.** The parties acquired bank accounts during the marriage, which shall be awarded as follows:

<i>Bank/Financial Institution</i>	<i>Acct. #</i>	<i>Approx. Balance</i>	<i>Awarded To:</i>
MACU Checking/Savings	****4925	-\$4,299	Kenedei
UFCU	****6024	\$16	Kenedei
UFCU	****408-09	\$5,909	Kenedei
MACU (in Justin's name)	-	\$2,398	Justin

32. **Retirement Account.** During the marriage, the parties acquired a Fidelity 401(k) retirement account (acct. #41398) with an approximate balance of \$17,685, which is awarded to Justin free and clear of any claim by Kenedei.

33. **Bitcoin Accounts.** The parties acquired four (4) Bitcoin accounts during the marriage, holding the following balances: (i) 1.000; (ii) 1.092; (iii) 3.886; and (iv) 1.122. As of the execution of this Stipulation, the combined value of the four (4) accounts is \$799,897. The Bitcoin account with a balance of 1.122 is in Kenedei's possession and has a value of

\$128,450, and the remaining three (3) accounts are in Justin's possession and have a combined value of \$671,447. In addition to the Bitcoin account in Kenedei's possession, Kenedei is awarded additional Bitcoin valued at \$193,296.89 as an equalizing payment, which reflects adjustments for the joint debts to be paid by Justin, the allocation of vehicles, the retirement account, and Justin's share of the equity in the marital home, as further set forth herein. Justin shall transfer Bitcoin to Kenedei valued at \$193,296.89 no later than 5:00 p.m. on Friday, October 17, 2025.

DEBTS

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

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
InterCap Lending (home mortgage)	\$423,241	See Marital Home paragraph herein
American Express Delta Credit Card (business card)	\$5,768	Justin (to be paid off within 30 days)
American Express Hilton Credit Card (business card)	\$2,122	Justin (to be paid off within 30 days)
Chase Amazon Credit Card (#3294)	\$16,383	See subparagraph (a) below
Chase Freedom Credit Card (#1557)	\$616	See subparagraph (a) below
Chase Sapphire Credit Card (#2780)	\$24,504	See subparagraph (a) below
Citibank Costco Credit Card (#8369)	\$0	Kenedei
MACU Loan – Education Repayment Plan (#0070)	\$4,691	See subparagraph (a) below
GreenSky Loan	\$4,544	See subparagraph (a) below
MACU Loan (Hyundai Santa Fe loan)	\$52,744	Kenedei
Wells Fargo (Tesla loan)	\$91,000	Justin

Tractor Loan	\$335	Justin
Advantage Leasing	\$6,000	Justin

a. **Unsecured Debt.** Justin agrees to liquidate Bitcoin and use the proceeds to pay off the specified debts identified above within thirty (30) days of the execution of this Stipulation. The distribution of the Bitcoin herein was adjusted to account for this obligation. Until these accounts have been paid in full, Justin shall timely make at least the minimum monthly payments on all such accounts, as well as on the American Express Delta credit card and the American Express Hilton credit card. The balances listed above represent the amounts to be paid from the Bitcoin liquidation. Any additional charges on these accounts shall be the sole responsibility of the party who made the charge.

b. **Joint Accounts.** Neither party will incur any additional liability on joint credit cards, joint accounts, or credit cards in the other party's name. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of this Stipulation. If a charge is inadvertently made by the party not assuming responsibility for a credit card, that party shall be solely responsible for payment of that charge.

c. **Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

d. **Creditors.** The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise

provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

e. **Notification to Creditors.** For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

f. **Delinquency in Payments.** If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

MISCELLANEOUS

35. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of this Stipulation.

36. **Mediation.** The parties shall attend mediation prior to, or simultaneously with, filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

37. **Asset Division/Financial Claims.** This Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of this Stipulation.

38. **Mutual Restraining Order.** The parties agree to the following Mutual Restraining Order:

a. Both parties are mutually restrained from making disparaging or derogatory remarks about one another, either directly to each other, to the minor children, or in the presence of the minor children. This includes verbal statements, written communications, or any other form of expression. For purposes of this provision, “disparaging or derogatory” shall include any negative or ill-speaking comments about the other party, regardless of if they believe it to be true or not. If a party becomes aware of any such prohibited conduct occurring in the presence of the minor children, that party shall take immediate steps to remove the children from such circumstances.

b. Both parties are mutually restrained from engaging in any conduct that constitutes annoyance, stalking, harassment, disparagement, harm, or threats toward the other party.

c. Neither party shall enter the residence of the other without that party’s express permission.

d. Both parties are mutually restrained from permitting any third party to engage in conduct that they themselves are prohibited from under this paragraph. Each party shall use their best efforts to prevent such conduct by third parties.

39. **Former Name.** An order should enter restoring Kenedei Alexander Faber to her former name of Kenedei Sutton Louise Alexander, should she so desire.

40. **Identity.** Neither party shall use the other party’s likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

41. **Execution of Final Documents.** The parties agree that a final Decree of Divorce may be entered reflecting the terms of this Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

42. **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. Kenedei and Justin 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. Kenedei and Justin are satisfied that the Stipulation is fair and reasonable. There are no questions Kenedei and Justin have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this Stipulation.

43. **Full Disclosure.** Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in this Stipulation 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 Fees and Costs.** Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

45. **Divorce:** The parties shall hereby be divorced, and restored to the status of single unmarried persons upon entry of this Decree of Divorce.

END OF ORDER

The Court's endorsement appears digitally at the top of this document

Approved as to Form:

/s/ Amanda Bloxham

Amanda Bloxham
Counsel for Petitioner