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IN THE SECOND DISTRICT COURT, DAVIS COUNTY, STATE OF UTAH

In the Matter of the Marriage of SHANTELL SHELTON, Petitioner, and MICHAEL MACKONE PAYNE, Respondent.	DECREE OF DIVORCE and PARENTING PLAN Case No.: 244700164 Judge: Ronald Russell Commissioner: Julie Winkler
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Based upon the parties' Stipulation and the Court's supplemental ruling following their April 14, 2026 informal trial, the Court orders as follows:

IT IS HEREBY ORDERED

Grounds

1. The parties are awarded a divorce from one another on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of the marriage impossible.

Children

2. The parties have two (2) minor children together. Namely:
- a. G.M.P., born 08/01/2009
 - b. N.E.P., born 04/23/2013

Custody

3. Legal Custody: Shantell and Michael shall each be awarded joint legal custody of N.E.P. The parties are to discuss major decisions regarding the child. If they are unable to agree on anything except for medical decisions, they are to attend mediation and split the cost of mediation equally. If they are still unable to agree after attending mediation, Shantell shall have presumptive tie-breaking decision-making authority and if Michael disagrees with Shantell's decision, he may bring the issue before the court to show the decision she made is not in the children's best interests. For medical decisions, no mediation requirement is necessary. The parties still must discuss medical decisions, but if they cannot agree, Shantell can make the presumptive decision and Michael may bring the issue back before this court. The parties shall have joint legal custody of G.M.P. also except Shantell shall have tie-breaking decision-making authority regarding G.M.P. without any mediation requirement.

4. Physical Custody and Parent-Time: For N.E.P., the parties shall exercise parent-time as they may agree in writing, but if they cannot agree then the parties shall follow the standard provisions of Utah Code 81-9-305 with Petitioner receiving Wednesday and Thursdays and Respondent receiving Mondays and Tuesdays.

a. Greenley – Shantell shall have sole physical custody of G.M.P. Michael may have in-person and virtual parent-time guided at G.M.P.'s election. Michael can initiate contact, but if G.M.P. does not respond then parent-time shall not be forced. G.M.P. may elect to exercise in-person parent-time with Michael based on her choice and preferences.

Parenting Plan

5. **Holidays:** The parties shall exercise holiday parent-time in accordance with Utah Code §81-9-302, with Shantell being designated as the custodial parent and Michael being designated as the non-custodial parent. G.M.P. shall not be required to attend Michael's holiday parent-time.

6. **School:** The Children shall attend school based on Shantell's residence except there shall be no change in the children's current school enrollment except by mutual agreement or court permission.

7. **GENERAL PRINCIPLES.**

a. **Court Orders Govern:** The parties recognize they must follow this Decree and other applicable court orders in this case and that neither party gets to make their own rules at any point.

b. **Speaking Positively about the Other Parent:** The parties acknowledge that speaking negatively of the other parent only harms and confuses the children. The children view themselves as half of each parent. Therefore, the parties will speak well of the other parent in front of the children. The parties will not malign or speak negatively of the other parent to the children, nor will they speak negatively of the other parent to any third party where there is any risk of the children hearing what is being said. Children do not need to hear about character flaws of the other parent.

c. **The Children are Not Tools for Discovery:** The Parents shall not question the children about each other's personal relationships, financial spending, or otherwise use the children as tools for discovery.

d. The Children are Not Counselors: The Parents shall not use the children as confidantes to counsel with about their own personal problems, especially if the problem is related to the other parent.

e. The Children are Not Messengers: The parties shall not use the children as messengers. Any issues that need to be discussed must be discussed between the parties outside the presence of the children.

f. Increased Flexibility as the Children Grow: As the children grow up and mature, their needs and interests will change. The parties will use their best efforts to coordinate with the other parent to ensure the children can engage in those appropriate activities they find most fulfilling. The parties understand that as the children get older they may require more freedom and the parties may need to be more flexible, avoiding placing the children in the middle of a tug-of-war between parents. Nevertheless, absent an agreement between the parties, the parties must follow this Decree and other applicable court orders, if any.

g. Maintaining Similar Schedules: The parties should try to maintain similar schedules for the children in order to create continuity for them, including mealtimes, homework schedules, bedtimes, curfews, and other routines. Similarly, the parties shall ensure that they provide as much or more emotional support, time, and affection to the children as they were used to prior to the commencement of this case.

h. Exposure to Media: Neither party shall expose the children to media that is inappropriate for them.

i. **Advisory Guidelines:** The Advisory Guidelines of Utah Code §81-9-202 shall be binding upon the parties unless otherwise conflicting with terms herein.

j. **COMMUNICATION AND ELECTRONIC DEVICE DISCIPLINE:**

Each parent may discipline the child(ren) in accordance with their parenting judgment, including by temporarily removing or restricting access to electronic devices (including but not limited to cell phones, tablets, computers, and gaming devices). When a parent removes or restricts a child's access to their primary communication device as a disciplinary measure, that parent shall provide the child with reasonable alternative means to communicate with the other parent.

Alternative means may include, but are not limited to:

- i. Access to the disciplining parent's phone for scheduled calls or video calls with the other parent
- ii. Access to another electronic device (such as a tablet or computer) solely for the purpose of communicating with the other parent
- iii. In-person supervised communication using the disciplining parent's device

The disciplining parent shall inform the other parent immediately when a communication device has been removed as discipline and shall specify what alternative communication method has been provided to the child. Neither parent shall unreasonably interfere with the child's ability to communicate with the other parent, and any device-related discipline shall not be used as a means to prevent or discourage parent-child communication. If either parent has a tracking feature enabled on the children's electronic devices then both parents shall have equal

access to that, except neither party shall use this feature to track the other parent or child during the other parent's parent-time. This does not entitle either parent to access the other parent's phone account, passwords, or family features, but the child's location can be shared with a parent via shared location, the 360 app, etc.

8. COMMUNICATION & INFORMATION.

a. Communication with the Children: Both parties shall be entitled to reasonable, uninterrupted, and unmonitored telephone, virtual, text, or other reasonable contact with Nolan at reasonable hours and for reasonable durations (which shall be based upon the child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child. Similarly, each party shall enjoy unmonitored mail and email contact with Nolan. Neither party shall use communication with the children to unreasonably disrupt the other parent's exercise of parent-time. Michael shall be permitted to contact Greenley up to three times per week unless Greenley invites further communication. If she does not respond, he should not contact her more than once per day unless Greenley invites further communication.

b. Communication Between Parents: Communication about adult issues shall occur between the parties only. This means that in the event that one or both of the parties remarries or finds a significant other, the parties will continue to communicate with one another and not communicate instead through their new spouse, a significant other, or any other third party. Similarly, the parties shall not include their spouse, significant other, or a third party in the discussions between

the parties about the children. Communication between co-parents shall be peaceful, civil, and nonabusive.

c. Using a Co-Parenting App: The parties shall communicate exclusively through Our Family Wizard, unless there is an emergency. The parties shall use the features of the co-parenting app whenever possible, including calendaring events, making requests, documenting payments and receipts, and communicating with each other about the children. Unless the parties agree otherwise, the parties shall reimburse expenses through Venmo.

d. Response Time and Frequency of Communication: When a parent receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within 24 hours. However, the parties shall not be overbearing or excessive in the length or frequency of their messages applying a reasonable person standard. They shall only communicate with each other, when necessary, communications shall be focused on the children, and they shall avoid pettiness and disputes, understanding that sometimes messages can be read in a negative tone or manner that was not intended by the other parent.

e. Relationships with the Children's Support Personnel: Each parent is responsible for creating their own relationships with the children's teachers, doctors, coaches and friends, and shall not rely on the other parent's relationship with these individuals. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other

contact information that allows the other parent to fulfill this provision. However, the parties shall freely exchange information pertinent to the children consistent with this Parenting Plan, or when asked by the other parent.

f. Children's Illnesses: The parties shall notify the other parent immediately in the event of a medical emergency or when the children are ill. The parties shall not use the children's illnesses as excuses to interfere with parent-time. Both parents are competent to care for the children during illness. Nevertheless, the children's comfort shall be placed ahead of the parties own desires. The parties will give details on medication for the children and any dosages necessary. Each party shall administer medicine as instructed by the children's medical or other professional.

g. Access to Information: Each party shall have absolute and complete access to all educational and medical records of the children. Each party shall be listed as a parent on the children's school, medical, extracurricular, religious, and all other records.

9. ACTIVITIES

a. Attending the Children's Activities: Both parties have the right to know about and attend all school, religious, and extra-curricular activities of the children, regardless of whether such activities occur during their parent-time schedule. If there is an event for the child that has a limited number of tickets, the parties shall equally divide the tickets.

b. Calendaring Activities: The parties shall use a shared calendar (i.e. the calendar in the coparenting app if the parties are using such an app, Google

Calendar, etc.) to track the child's school, religious, extra-curricular, or any other activity parents typically attend, as well as the child's doctor, dental, or other similar appointments. These events shall be calendared by the parent within 24 hours of receiving notice.

c. Children's Attendance at Special Events: The parties shall make reasonable efforts for the children to attend special family functions. Neither party shall abuse this provision by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies). The party requesting an accommodation shall provide options for make-up parent-time with their request so the other parent does not lose parent-time. A request is not a guarantee for accommodation.

d. Listening to the Children's Interests Regarding Activities: It is both parents' responsibility to ensure that the children have the opportunity to be exposed to many good activities. Where either parent withholds exposure because they don't want to lose their children to such activities, it is ultimately the children who lose. Therefore, it is encouraged that both parents cooperate and listen to the children's wishes and desires regarding the activities the children would like to participate in. Both parties recognize that the activities the children are involved in must be comfortable for the children and that the parent's preferences, interests, and needs are inferior.

e. Parents' Discussion about Potential Activities: Where a conflict in parent-time is likely to arise because of the children's enrollment in an activity,

the parents shall discuss any proposed changes to the parent-time schedule with the other parent prior to talking with the children about such activity that they want them to be involved in.

f. Unilateral Enrollment of the Children in Activities: Either parent can enroll the children in activities that do not require involvement of the other parent. By doing so, the parties recognize the other parent will not be sharing the cost and the activity shall not interfere with their parent-time.

g. Homework: Both parties shall help the children complete any homework the children have received during their parent-time.

10. TRANSPORTATION, TRAVEL, AND LOCAL RELOCATION.

a. Pick Up and Drop Off: The parent beginning their parent-time shall be responsible for picking up the child at school. If school is not in session, the receiving parent shall pick up the child curbside at the other parent's residence at 3:00 p.m. The receiving parent shall stay in their vehicle at all times during a curbside exchange. The parties shall make every effort to be on time for parent-time exchanges; on the rare occasions they are going to be late, they shall let the other party know in advance via a single OFW message.

b. Importance of Being On Time: The parties recognize and understand that the other parent has plans, schedules, and other constraints on their time. Each party shall be considerate of this by demonstrating routine timeliness.

c. Behavior During Parent-Time Exchanges: Parent-time exchanges should be brief and without fanfare or drama. Parent-time exchanges are not the

place to resolve disputes or discuss substantive issues regarding the children, regardless of whether the children can hear the conversation.

d. Traveling with the Children: The parties shall follow §81-9-202(19) of the Utah Code in regards to travel and vacations with the children. Namely, whenever the children travel with either parent, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location. When travelling, the parent will make reasonable efforts to facilitate communication with the other parent. If the children require passports for travel, both parties will assist in obtaining such passports and equally share the cost of obtaining the passport.

e. Change of Contact Information: The parties shall provide one another with current contact information within 24 hours of any local change of address, a new telephone number, or new email address.

11. MUTUAL RESTRAINING ORDERS

a. Communication: Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, (a) insulting the other parent, pointing out the other parent's weaknesses or flaws, or speaking derogatorily about the other parent in the presence of the children or anywhere near the children's presence; (b) speaking to the children about the issues in this case; (c) attempting to influence the children's preferences regarding custody or visitation; (d) or attempting to diminish the love

and affection of the children for the other parent or the other parent's family members.

b. Harassment: Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party. Notwithstanding, the parties understand that sometimes messages can be read in a negative tone or manner that was not intended by the other parent, and the parties recognize some of their co-parenting communication may be imperfect and therefore civility will be judged based on a reasonable person under the circumstances standard.

c. Drugs and Alcohol: Both parties shall be mutually restrained from using illicit drugs, prescription drugs except as prescribed, or drinking alcohol to the point of intoxication during the exercise of parent-time.

d. Physical Presence: Both parties shall be mutually restrained from driving by one another's residences except for a purpose outlined under this Decree, entering one another's residences, or coming onto the property of one another's residences without express permission.

e. Third Parties: Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this Parenting Plan and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove the children from such circumstances. Each party shall control their own extended family and ensure that their conduct and behavior around the children are consistent with these terms.

12. SIGNIFICANT OTHERS

a. The parties understand that it can be detrimental to the children to introduce them to multiple significant others. The parties shall not introduce the children to their significant others until appropriate, and until they have established a committed relationship with such significant other, as determined by the parent in that relationship. Significant others are not parents and shall not assume any role in the parenting of or the discussing of the children with the other parent.

13. RIGHT OF FIRST REFUSAL

a. Both parties shall be awarded the right of first refusal if there is surrogate care for N.E.P. for an overnight period. The ROFR shall not prevent the children from having occasional sleepovers with friends and family members. No ROFR shall apply to G.M.P. unless she desires contact with Respondent.

Relocation

14. If either party moves more than 150 miles from the other parent they must follow the provisions outlined in §81-9-209 of the Utah Code. The parties agree that if either party moves 30 miles or more further away from the other parent's residence then such may be considered a substantial and material change in circumstance.

Child Support

15. The parties shall be ordered to pay child support as calculated and determined pursuant to the Uniform Child Support Guidelines and the laws of the State of Utah.

16. At present, Shantell is employed earning \$21.63 per hour, working 40 hours per week, and has a gross monthly income of \$3,749.20.

17. Michael is currently employed earning \$44.13 per hour, working 40 hours per week, and has a gross monthly income of \$7,649.20.

18. The number of overnights shall be determined by taking the average of overnights that Michael has with both children. This results in a joint custody calculation with Michael exercising 137 overnights and Shantell exercising 228 overnights.

19. Michael shall pay child support in the amount of \$1,022 per month, commencing February 1, 2026. All standard statutory provisions of the Utah Child Support statutes apply.

20. When support terminates for G.M.P., Michael's child support for N.E.P. shall be \$201 per month.

21. Pursuant to Utah Code §81-6-211, there shall be an automatic reduction for extended parent-time.

22. The parties shall have the right to adjust child support depending on substantial changes in circumstances, including increases or decreases in either party's incomes, as is set forth in §§81-6-202 of the Utah Code.

23. Unless the Court orders otherwise, support for a child shall terminate at the time: (1) the 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, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. §78A-6-801.

24. **Collection by ORS:** Income withholding procedures shall be implemented and all child support should be collected by the Office of Recovery Services pursuant to § 62A-11-401 et seq.

Medical Expenses & Insurance Coverage

25. Michael will continue to provide health insurance for the benefit of the minor children until they are each emancipated. Shantell shall obtain her own health insurance within 30 days of the entry of the Decree.

26. Each party shall pay one-half of the out-of-pocket cost of the medical, dental and orthodontic insurance premium or costs actually paid by a parent for the children's portion of the medical and dental insurance as provided in Utah Code §81-6-208. Michael shall provide Shantell with proof of the cost of the children's portion of the premium within 30 days of Shantell being removed from Michael's coverage. If the parties each cover the children with insurance coverage and incur an actual cost for such insurance, they shall each pay their own insurance premiums and contribute nothing to the other.

27. Pursuant to Utah Code §81-6-208(9), at any time when the parties are sharing the cost of a health insurance premium, the children's portion of the premium is a per capita share 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 coverage.

28. Both parents shall share equally in all routine medical and dental expenses actually paid, whether covered or only partially covered by insurance (including but not limited to one-half of expenses for copays, prescriptions, surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, physical therapy, ophthalmology, optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, etc.) as well as other reasonably necessary uninsured medical and dental expenses of the minor children, in accordance with Utah Code §81-6-208.

- 29.** The party incurring a healthcare expense on behalf of the parties' minor children shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification shall be sent through the parenting app.
- 30.** The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.
- 31.** 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 provide the above verification within the thirty day time period.
- 32.** Pursuant to Utah Code § 15-4-6.7 and §81-4-406, when a court order has been entered providing for payment of medical expenses of a minor child, a creditor who has been provided with 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 medical and dental expenses required to be paid by the parent under the order. Therefore, the parties shall cooperate in providing a copy of this Decree to any creditors, notify the creditors of their current address, and inform the creditor that they cannot make a claim for unpaid medical expenses or make a negative report against a party who has paid their one-half share of the children's medical expenses.
- 33.** The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.
- 34.** The parent who maintains health insurance shall provide verification of the coverage to the other parent, upon initial enrollment of the children, and thereafter on or before January 2nd of each calendar year.
- 35.** The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

Childcare

36. Based on the age of the children childcare is not anticipated.

Extracurricular Activities and School Expenses

37. The parties shall pay one-half of any and all reasonable public school expenses (registration fees, testing fees, field trips, school supplies, class fees, school activity or sports fees, etc.) for N.E.P. The parties shall equally share the cost of reasonable extracurricular activities for N.E.P. if they mutually agree in writing to his enrollment in an activity. N.E.P. shall participate in any school sport he wants to be involved in. For any new extracurricular activity (not counting school sports), both parties must agree in writing to the activity for it to be subject to reimbursement, but neither parent shall unreasonably withhold permission for the children to participate in such activities. The parties shall agree prior to the purchase of any sporting equipment purchases over \$50, or any ongoing extracurricular expenses of \$50 or more per month. The parties are obligated to take the children to all practices, games, or events associated with the extracurricular activity they are participating in, so long as their participation is consistent with this paragraph. However, N.E.P. must have passing grades to participate in extracurricular activities. The party incurring a school or extracurricular expense on behalf of N.E.P. shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense. If there is necessary travel for any activity, each party is responsible for their own travel costs.

38. Shantell shall pay all school and extracurricular activity fees for G.M.P.

Assets and Debts

39. Real Property: During the parties' marriage, the parties acquired interest in certain real property located at 164 East Center Street, Kaysville, Utah 84037. The parties shall obtain an appraisal of the home within 30 days of the entry of the Decree to determine its fair market value and share equally in the costs of such appraisal. Equity in the home shall be determined by this appraisal if Shantell elects to refinance and buyout Michael's share of the equity.

40. Shantell shall be awarded the exclusive use and possession of the home until G.M.P.'s normal and anticipated date of graduation which is no later than June 1, 2027. Shantell may refinance the home at any point prior to G.M.P.'s normal and anticipated date of graduation to remove Michael's name from the loan and pay Michael 50% of the equity.

41. If Shantell is not able or chooses not to refinance, the home shall be placed for sale within 30 days of G.M.P.'s normal and expected graduation date. The parties shall agree upon a real estate agent to help them sell the home. If they cannot agree upon a real estate agent, then Shantell shall propose the names of three potential real estate agents to Michael and he shall select one of the three within 5 business days. If Michael does not select within this time frame, Shantell may select the agent of her choice. The parties shall follow the advice of the real estate agent in making repairs, staging, pricing, accepting offers, and otherwise getting the home sold as soon as practicable. The parties shall share equally in all costs of repairs necessary to get the home in a saleable condition. The parties shall cooperate without delay with the real estate agent, the title company, and in any other way necessary to get the home sold. Commissions, fees, closing costs, and all other expenses associated with the sale of the home shall be shared equally between the parties, paid out of the proceeds from the home; thereafter, the parties shall each be awarded 50% of the remaining proceeds.

42. Until the home is sold or refinanced, Shantell shall be responsible for the payments of the first and second mortgage and shall keep the home in good condition.

43. **Cabin:** As part of a global resolution in this case, Michael shall be awarded 100% of the ownership and interest in Payne Children LLC and Shantell waives any and all interest therein.

44. **Personal Property:** The parties shall each be awarded the personal property currently in their possession unless otherwise specified herein.

45. Specifically, the parties shall be awarded the following:

a. Shantell shall be awarded the following assets, and shall be hereafter responsible for any debts, ongoing payments, and costs associated with such assets, holding Michael harmless for any and all liability thereon:

- i. Mercedes vehicle
- ii. Woody the family dog
- iii. All household furniture, furnishings, and other items located at the marital home

b. Michael shall be awarded the following assets, and shall be hereafter responsible for any debts, ongoing payments, and costs associated with such assets, holding Shantell harmless for any and all liability thereon:

- i. Ford 2014 F150 Truck
- ii. All the tools, furnishings, and personal property he has already removed from the marital home
- iii. The 12ft ladder
- iv. Sledgehammer
- v. Prybar

- vi. Light fixtures (except those attached to the marital residence)
 - vii. LED light bar
 - viii. Drill press
 - ix. Hedge trimmer
 - x. Family hutch
 - xi. Chainsaw if it is still at the marital residence
 - xii. His personal childhood items stored at the marital residence
 - xiii. Baby basinet if it is still at the marital residence
- c.** The parties shall cooperate in ensuring each party can duplicate or make copies of family photographs.
- d.** The parties shall sell the VW Beetle and the 1980 K5 Blazer, and the 2001 Ford F150. If the 1980 Blazer sells for less than \$5,000, Michael shall have the right of first refusal to buy it for the same price as a bonified buyer. If the VW Beetle sells for less than \$8,000, Shantell shall have the right of first refusal to buy it for the same price as a bonified buyer. The proceeds from the sales (including money paid by a party if the elect to purchase one of the vehicles) shall be used to pay off debt in the following order: G.M.P.'s medical debt, The AMEX credit card, the Discover Credit Card, the Home Depot Credit Card. Shantell shall take the lead in selling the Blazer and Ford truck and Michael shall take the lead in selling the Volkswagen Beetle. Michael will move the Volkswagen from Shantell's home and store it indoors.
- e.** The Court orders the parties to cooperate in good faith to timely implement the sale of the vehicles. If a party fails or refuses to do so, the Court

may impose contempt sanctions including, but not necessarily limited to, jail, community service, fines, and payment of attorney fees.

46. The parties shall refinance vehicles and sign titles or other appropriate documentation within 60 days to ensure vehicles are awarded to the proper party and the other party's name has been removed from any ownership or responsibility associated with the vehicle.

47. The parties shall retain any and all checking, savings, credit, or other accounts in their own name.

48. Financial Accounts: Each party shall be awarded the balance in their own separate financial accounts free and clear of any claim by the other party. The parties' joint bank account shall be closed when their marital house is sold.

49. Debts: The parties shall be solely responsible for the following debts and approximate amounts, including any ongoing payments or costs associated with such debts, holding the other harmless thereon:

a. Michael

i. Michael shall reimburse Shantell for one half of the 2024 tax return debt paid by Shantell. Michael's one-half share is \$1,730, subject to Shantell providing written verification of this amount within fifteen (15) days of their stipulation. He shall pay this to Shantell within 30 days of signing this Agreement.

b. The parties shall equally share in paying off the following debt if not already paid off with the proceeds from the sale of the vehicles:

i. The Discover credit card

ii. The Home Depot credit card

iii. The American Express credit card

50. Each party shall be responsible for any debt individually incurred after the date of separation.

51. The parties shall be ordered to notify their respective creditors in a reasonable and timely manner regarding their respective assumption and liability of their separate debts and obligations.

Retirement Accounts

52. The parties shall be awarded the retirement held in their respective names.

Alimony

53. Shantell shall be awarded a sum of \$567.00 per month as alimony from Michael, commencing February 1, 2026. When Michael is no longer paying child support for G.M.P., alimony shall increase to \$1,388 per month. When Michael is no longer paying child support for N.E.P., alimony shall reduce to \$567 per month. Michael's alimony obligation shall terminate upon Shantell's remarriage, cohabitation, death, Michael's death, or on February 1, 2036 (ten years), whichever occurs first.

The basis for temporarily increasing alimony from \$567 to \$1,388 is that the parties anticipate G.M.P. will not move out of the home and Shantell will continue being financially responsible for her even after Michael stops paying child support. If G.M.P. moves out of Shantell's home before N.E.P. reaches adulthood and graduates high school then this shall be considered a material and substantial change in circumstances for purposes of Michael filing a Petition to Modify to seek a reduction in alimony.

54. Alimony shall be collected by ORS, along with child support. If ORS is not collecting alimony, then monthly alimony support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month. Alimony due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Alimony due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

Taxes

55. Shantell shall claim G.M.P. as a dependent for tax purposes each year until she is 18 years old. Michael shall claim N.E.P. each year until G.M.P. is 18 years old. Beginning the first tax year after G.M.P. turns 18, the parties shall alternate claiming N.E.P., with Shantell claiming him first, and alternating until he turns 18.

56. The party claiming a child must be current on all of their financial obligations under the Decree by December 31st in order to claim the child. If they are not current, they waive their right to claim the child that tax year, and the other parent shall be entitled to claim the child.

57. The parties shall file their 2025 taxes as married filing separately.

Miscellaneous

58. **Cooperation:** The parties shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to insure that the Decree of Divorce is carried out in every detail.

59. **Attorney Fees and Costs:** The parties shall each be responsible for their own attorney fees and costs.

60. Complete Agreement: The parties each acknowledged that they fully understand all terms and obligations which result from the execution of their Agreement, and that their Agreement represents the whole and complete agreement of the parties, and there are not additional terms or benefits promised other than under the terms of their Agreement. The agreement is intended to resolve all claims and issues between the parties except those that are specifically reserved for further negotiation or litigation therein.

61. Mediation: Prior to filing any petition to modify, the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

Final Order

62. This is a final order of the court.

END OF ORDER

NOTICE OF ELECTRONIC FILING

This order, once signed by a judicial officer, will bear the judge's electronic signature, date of signature, and the seal of court at the top of this document.

Approved as to form:

/s/ Trevor Osborn, Counsel for Petitioner (email permission Apr 21, 2026)

Certificate of Service

On this 15th day of April 2026, I sent a true and correct copy of the foregoing document to the following individual via the Court's electronic filing system or email:

Trevor Osborn, Esq.
Counsel for Petitioner

Melissa Aland, Esq.

Guardian ad Litem

/s/ Scott Wiser

Scott Wiser, Counsel for Respondent