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**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

In The Matter of the Marriage of:

BENJAMIN RICHINS HUNSAKER
Petitioner,

and

MAGGIE ORA HUNSAKER,
Respondent.

DECREE OF DIVORCE

Case No.: 264700239

Judge: Hon. Michael Edwards
Commissioner: Hon. Christina Wilson

The parties, BENJAMIN RICHINS HUNSAKER (“Petitioner”), by and through counsel of record, and MAGGIE ORA HUNSAKER (“Respondent”), by and through her counsel, Sterling K. Arnold, resolving all issues between them. The Court, having found and entered its *Findings of Fact and Conclusions of Law*, and being otherwise fully advised, and for good cause, appearing, it is hereby:

ORDERED, ADJUDGED, AND DECREED:

The marriage of the parties is hereby dissolved to be become final and effective upon entry.

JURISDICTION AND VENUE

1. The parties are and were for ninety (90) days prior to the filing of this Stipulated Petition, actual and bona fide residents of Davis County such that venue is proper in this Court.

2. This Court has jurisdiction pursuant to U.C.A. § 81-4-402.
3. Venue is proper pursuant to U.C.A. § 81-4-402.

MARRIAGE AND SEPARATION

4. The parties were married on March 19, 2016, in Bountiful, Davis County, Utah and are presently married.

5. The parties have been separated on or about June 19, 2025 and are not currently residing together.

GROUND

6. The parties shall be granted a divorce on the grounds of irreconcilable differences.

CHILDREN AND CHILD CUSTODY JURISDICTION

7. There are two minor children born as issue of the parties' marriage: B.C.H. born January 2019 and A.A.H. born May 2021 ("children" or "minor children").

8. Utah has jurisdiction to make any child custody determination pursuant to U.C.A. § 78B-13-201(1)(a). The children have resided in Utah for at least six (6) consecutive months immediately before commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and therefore, the above-entitled Court has jurisdiction to make an initial child custody determination in this matter pursuant to U.C.A. § 78B-13-201(1)(a).

9. Petitioner states under information and belief, pursuant to Rule 100 of the Utah Rules of Civil Procedure, that there are no other proceedings in any other court concerning the

minor children in this state or any other state or country that would interfere with this Court's authority to issue initial children custody, children support, and parent time order.

CUSTODY AND PARENT-TIME

10. The parties shall be awarded joint legal custody of the minor children, with neither party having final say.

11. The parties shall be awarded joint physical custody of the minor children.

12. The parties shall exercise equal parent-time as the parties agree or at minimum, pursuant to U.C.A. § 81-9-305. Petitioner shall be the Noncustodial parent, and Respondent shall be the Custodial parent.

13. The parties shall exercise a parent-time visitation schedule as follows:

- a. The children shall be in the care of Petitioner from Saturday at 7:00 p.m. until Tuesday at 7:00 p.m. each week.
- b. The children shall be in the care of Respondent from Tuesday at 7:00 p.m. until Friday at 7:00 p.m. each week.
- c. The parties shall alternate weekly the care of the children from Friday at 7:00 p.m. until Saturday at 7:00 p.m. with Petitioner having the first alternating Friday beginning the first weekend after the date of the entry of the Decree.
- c. If either party's current work schedule changes, the parties shall first meet and confer in good faith to discuss any necessary adjustments to the parent-time schedule. If the parties are unable to reach an agreement, the

parties shall participate in mediation to reevaluate and modify the parent-time schedule as needed.

14. Each parent is responsible for picking up the children at the commencement of his or her parent-time.

15. The parties shall work together to create a holiday schedule which is in the children's best interest. Non-school days contiguous to school holidays and breaks shall become part of that school holiday or break. If the parties are unable to create holiday schedule the parties shall be in accordance with U.C.A. § 81-9-302 as follows:

Holiday	Holiday Time Period	Noncustodial Parent	Custodial Parent
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the	Even years	Odd years

	parent can be with the minor children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before	Even years	Odd years

	Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.		
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Children's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Children's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

SUMMER PARENT-TIME

16. Summer parent-time shall be as the parties agree, or at minimum, in accordance with U.C.A. § 81-9-305. When school is not in session, each parent is entitled to up to two weeks of uninterrupted parent-time with the parties' minor children, which shall be consecutive.

NOTICE FOR SUMMER BREAK

17. Notice requirements for summer parent-time plans shall be as follows:

- a. In odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1; and the custodial parent shall provide notice to the noncustodial parent by May 15.
- b. In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15.
 - c. If a parent fails to provide notice within the time periods described above herein, the complying parent shall determine the schedule for summer break for the noncomplying parent.
 - d. If both parents fail to provide notice with the time periods described above herein, the first parent to provide notice shall determine the schedule for summer break for the other parent.
 - e. Unless the parties otherwise agree in writing, all notices for summer parent-time and other vacation time outside of the standard holiday and school break schedule shall be given at minimum 30 days

from the date requested before the date the requested parent-time shall start.

FINANCIAL NEEDS OF THE CHILDREN AND CHILD SUPPORT

18. For purposes of determining child support, Petitioner's gross monthly income is imputed to \$7,076.00 per month, and Respondent's gross monthly income is imputed to \$5,571.00 per month.

19. Child Support obligation shall be based on a joint physical custody worksheet and calculated pursuant to U.C.A. § 81-6-206, with Petitioner exercising 182 overnights and Respondent exercising 183 overnights each year.

20. Petitioner shall pay to Respondent a monthly children support obligation of \$135.00 per month. Respondent's current obligation to reimburse Petitioner for one-half of the children's portion of the health insurance premium provided through Petitioner's employer exceeds this amount. The parties agreed that good cause exists for Petitioner not to pay child support and not to claim reimbursement from Respondent for her share of the children's portion of the health insurance premium (in effect, the parties' agreement in this respect represents a slight upward deviation in child support). As the amount of the premium and/or the amount of child support shall change over time, the parties shall revisit this issue and make adjustments as they agree that are not inconsistent with the Utah Child Support Act.

21. In the event either party is paying the other child support net of health insurance costs, child support payments in whole shall start the month immediately following the entry of the *Decree of Divorce* on the 5th day of each month.

- a. If the Office of Recovery Services is used to collect support, its payment schedule shall be followed.
- b. 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 year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. § 78A-6-801.

HEALTH CARE COVERAGE AND MEDICAL COSTS

22. Health insurance for the minor children shall be provided by the party who can obtain the best coverage, if it is available at reasonable cost. The parties shall maintain health insurance for the minor children pursuant to U.C.A. § 81-6-208. Petitioner is currently providing health insurance for the children through his employer-provided coverage and shall continue to do so as long as it remains available at his place of employment at reasonable expense, and bear the entire cost thereof (in offset of his child support obligation) unless the parties otherwise agree. The parties shall compare the health insurance that shall become available from time to time through both employers and decide on the insurance that provides the best coverage for the lowest amount. If both parents are carrying insurance, they shall decide which insurance shall be considered the primary insurance. In the event a parent does not maintain insurance on behalf of the minor children, that parent shall be responsible for one-half of the minor children's health insurance premiums.

23. The parties shall divide equally all medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses that are incurred on behalf of the minor children not covered by insurance as set forth in U.C.A. § 81-6-208.

24. A parent who incurs health insurance premiums, including dental and vision insurance premiums, if any, medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

25. A parent incurring medical, dental, vision and orthodontic expenses shall 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 timely notice.

26. The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses as set forth in U.C.A. § 81-6-208.

27. The parties shall provide written notice to each other of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in U.C.A. § 81-6-208.

28. Pursuant to U.C.A. § 81-6-208, at any time when the parties are sharing the cost of the 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.

29. Pursuant to U.C.A. § 81-6-208, if, at any point in time, a dependent children are covered by the health, vision, or dental insurance plans of both parents, the parties shall decide

which parent shall carry the primary insurance after the parties have compared the different insurance plans and determined which shall be primary coverage for the dependent children.

30. If a parent remarries and the minor children are not covered by that parent's health or dental, or vision insurance plan but is covered by a step-parent's plan, then the health, dental, or vision 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 children. These provisions apply unless the parties determine the reverse is the most cost-effective and so agree in writing.

31. Pursuant to U.C.A. § 15-4-6.7, § 81-3-105, and § 81-4-501, when a court order has been entered providing for the payment of medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses of minor children pursuant to U.C.A. § 81-4-204 or § 81-6-202, or an administrative order under § 26B-9-224, a creditor who has been provided a copy of the order shall not make a claim for unpaid medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses against a parent who has paid in full that share of the medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses required to be paid by that parent under the order, nor shall the creditor make a negative credit report under U.C.A. § 70C-7-107, or report of the debtor's repayment practices or credit history under U.C.A. Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses required to be paid by the parent under the order.

32. When a Decree is entered, each party shall send a copy of the Decree to the creditor of the particular medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expense of the minor children, notify the particular creditor of that party's current address, and inform the particular creditor that it shall not make a claim for unpaid medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses against that party if that party has paid in full that share of medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses required to be paid by that parent under the order and also inform the particular creditor that it shall not make a negative credit report under Utah law.

CHILDCARE EXPENSES

33. Pursuant to U.C.A. § 81-6-209, both parties shall equally share the reasonable work-related childcare expenses. Any reasonable work-related childcare expenses incurred for childcare outside of the minor children's regular and contractually allowable daycare service(s) hours (typically 8-10 hour shifts) shall be paid for by that parent needing the extra time covered.

34. Work-related childcare expenses shall mean childcare reasonably necessary for a parent's regular and customary work schedule. Childcare arising from voluntary overtime, additional shifts, secondary employment, or discretionary schedule changes shall be the responsibility of the parent incurring those costs, absent mutual written agreement. Any material increase in childcare costs resulting from changes to a parent's work schedule shall require the prior written agreement of the other parent to be shared.

35. Both parties shall begin paying his or her share of care expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

36. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent.

37. A parent incurring childcare expenses shall 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 these provisions.

38. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within thirty (30) days of receipt of the written verification.

PARENTING PLAN

39. The parties respectfully submit this proposed Parenting Plan in accordance with U.C.A. § 81-9-203. The terms and conditions of the parties' legal custody and physical custody of the parties' shared children are set forth herein. Petitioner affirmatively alleges that he presents this Parenting Plan with the genuine belief that it is in the children's best interest. In this Parenting Plan, Petitioner is referred to as Father, and Respondent is referred to as Mother.

40. Whichever party's home address falls within the Lincoln Elementary School boundary shall be the primary residence for purposes of determining the children's school enrollment and attendance. B.C.H. shall attend Autism Solutions Academy until graduation so long as the parties mutually agree. If either party determines that a different educational plan is

appropriate, the parties shall confer and mutually decide on an alternative placement for B.C.H. A.A.H. shall attend Lincoln Elementary School and the applicable feeder schools until graduation, unless the parties otherwise agree.

41. **Joint Legal Custody/Decision Making Process:** The parties shall be awarded joint legal custody with neither party having the final say.

42. The parties shall not involve the children in disputes or disagreements that shall arise between the parties at any time or in any way.

43. Both parties shall treat each other with dignity and respect when in the presence of the children.

44. The parties shall each have one copy of the minor children's birth certificate.

45. The parties shall be polite and behave maturely during the exchanges of the children.

46. Day-to-day decisions regarding the care, control, and discipline of the parties' children shall be made by the parent with whom the children are currently residing with at that time.

47. The parties shall make emergency decisions affecting the health or safety of the children when they are in their custody and control. A parent who makes an emergency decision shall notify the other parent of the decision as soon as reasonably possible.

48. The parties shall work together to make decisions in the best interests of the minor children, including making major decisions involving medical care, religious upbringing, and education for the minor children. If the parties are unable to agree they shall first consult a

professional related to the disagreement (coach, teacher, doctor, therapist, etc.). If after consultation with a professional, the parties still disagree, the parties shall attend one good faith session of mediation shall be attended, with each party sharing the cost of mediation equally. If an agreement cannot be reached at mediation, then either party shall bring the issue to court.

49. The parties shall communicate and share information regarding the minor children's development, including school records, medical, vision, and dental treatment, therapy, extracurricular activities, sports, and other appropriate information with each other.

50. The parties shall notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible.

51. Both parties shall communicate through email or text message, unless it is a time sensitive or emergency issue, which then constitutes a telephone call.

52. The parties shall not schedule or promote to the children any special events or activities that fall on the other parent's parent-time without first notifying the other parent and offering them the opportunity to reschedule their parent-time accordingly.

53. The parties shall keep the other parent informed as to their current residential address, home phone number, work phone number, cell phone numbers, email addresses, and other important contact information, including how to be reached in the event of an emergency.

54. Both parties shall have access to the children during school and shall have the authority to check the children out of school.

55. **Difference in Parenting Styles:** It is probable that differences in parenting styles have and shall occur. Nothing herein limits either party's ability to raise good-faith concerns regarding the children's health, safety, or welfare, including emotional well-being.

56. **Consistency in Raising the Children:** The parties acknowledge that parenting rules shall differ between households and agree to communicate directly with each other regarding significant concerns, without involving the children.

57. The children shall not be provided with or permitted to own or regularly use a personal cell phone, tablet, or similar electronic communication device until a child reaches the age of thirteen (13) years old, unless both parents agree in writing to allow such device at an earlier age. If and when children are permitted to have such a device, both parents shall have the right to access the device for the purpose of monitoring safety and wellbeing. The device shall travel with the children between both households. Neither parent shall withhold, disable, or interfere with the children's access to the device in order to limit communication with the other parent. Each parent shall set reasonable screen-time and usage limits during his or her own parent-time. Children shall not have social media accounts until a child has reached the age of sixteen (16) years old, unless both parents consent in writing, and if one party does not consent, then the matter shall be addressed consistent with the dispute resolution provisions set forth herein. Both parents shall have access to the children's usernames and passwords for all social media accounts until the children reach the age of eighteen (18) years old, for safety purposes. Children shall not be able to download new social media or messaging applications without the written consent of both parents.

58. **Extended Family Relationships:** The parties shall encourage the children to maintain relationships with grandparents and other relatives, and each parent shall assist, as shall be necessary, to permit those relationships to continue. This shall include permitting the children to attend special events for the other family and permit the children to spend time with extended family which shall otherwise interfere with the time-sharing arrangement earlier anticipated. The children's grandparents and other extended family shall arrange time to take the children, and both parties shall be flexible where possible, even though it shall conflict with parent time.

59. **Maintaining Contact When Children are With the Other Parent:** Regardless of which parent the children are with at any given time, each parent shall make reasonable efforts to allow the children to communicate with the other parent upon reasonable request.

60. **Relocation:** If either party intends to relocate their residence, that party shall provide the other parent with not less than thirty (30) days' written notice of the intended move, including the new address and contact information. For purposes of transportation costs, Layton, Utah shall serve as the geographic reference point. If a parent relocates more than thirty (30) miles from city center point of Layton, Utah, that parent shall be solely responsible for any transportation costs attributable to the distance exceeding thirty (30) miles. If a parent relocates a distance of one hundred fifty (150) miles or more from the other parent, parent-time shall be governed by the relocation parent-time provisions set forth in U.C.A. § 81-9-209, unless otherwise ordered by the Court. Nothing in this provision is intended to waive or modify the statutory requirements applicable to relocations of one hundred fifty (150) miles or more.

61. **Extracurricular Activities and Sports:** The parties shall encourage and support the children's participation in extracurricular activities and sports. The parties shall equally share the cost of any activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties. Whoever signs the children up for the extracurricular activity above and beyond what is agreed upon in writing by both parties shall bear the cost.

62. The parties shall enroll the children in a reasonable number of activities, and shall not purposefully try to supplant the other party's parent-time with activities.

63. **Disparaging Remarks:** Each party shall refrain from communicating with or about the other parent in disparaging or demeaning terms, including in the presence of the children and to third parties.

64. **Medical Decisions:** The parties shall notify one another of any illness that the children have while in their home for parent time. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, vision, dental, or mental health professionals.

65. Neither party shall enroll the children in services such as counseling or begin a program of prescribed medications for mental health without first notifying the other parent of the need for such a service or medications and involving the other parent in choosing the professional who shall see the children. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.

66. In the event of a medical emergency involving the children, each party shall make reasonable efforts to contact and consult with the other parent. However, either parent is authorized to make necessary medical decisions in the best interests of the child until both parents are available.

67. **Children's Bill of Rights:** The parties shall not involve the children in adult disputes, shall not use the children as messengers or confidants, and shall refrain from making disparaging or undermining comments about the other parent to the children.

68. The parties shall refrain from using illegal or unprescribed drugs or substances and from becoming intoxicated 24 hours prior to or during his or her parent-time. "Intoxicated" shall be defined as drinking more than two mixed drinks or shots, or three beers in a four-hour period, and shall also include smoking or vaping marijuana or THC related products.

69. Any modifications, trades, or changes to parent-time shall be in writing and mutually agreed upon by both parties prior to the commencement of the affected parent-time.

70. Informal or verbal agreements are not enforceable. Written agreement shall be evidenced through text message or email.

71. If a parent is more than thirty (30) minutes late to begin parent-time without notification to the other parent, the other parent shall cancel the parent-time.

72. Parents shall promptly notify the other party of any delay or emergency requiring cancellation or modification of scheduled parent-time.

73. Travel Requirements.

- a. When either parent plans out of state travel involving the minor child for more than four (4) days, the parent shall provide the other parent with a written itinerary with the following information for emergency purposes as soon as it becomes available upon the purchase or confirmation of the travel arrangements, with at least seven (7) days advance notice:
 - i. Travel dates of departing and returning flights
 - ii. Airline names, flight numbers, and itinerary
 - iii. Destination, lodging, and/or residence address(es)
 - iv. Names and contact information, including phone numbers, of individuals with whom the child shall be staying or traveling
 - v. Whether the child shall be travelling accompanied or unaccompanied
 - vi. A designated reachable emergency contact who shall be available during the travel period.

74. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final *Decree of Divorce* shall not be affected.

75. If either party violates any terms of the Parenting Plan, once approved by the Court, and should either party need to resort to court action after following the dispute resolution procedure herein, the violating party shall be held in contempt and shall pay attorney's fees and costs necessary to enforce this plan.

END OF PARENT PLAN

PUBLIC ASSISTANCE

76. Neither party is receiving government assistance.

ALIMONY

77. Petitioner shall pay Respondent monthly alimony in the amount of Three Hundred Fifty no/100ths Dollars (\$350.00) for a period of five (5) years. Alimony shall terminate upon the remarriage, cohabitation, or death of Respondent. Except as provided by Utah law, this alimony award constitutes a full and final resolution of all spousal support claims between the parties, and neither party shall seek additional-support claims between the parties, and neither party shall seek additional or extended alimony thereafter.

FILING TAXES

78. The parties shall file married filing jointly for 2025 and share equally any tax obligation or refund.

79. The parties shall use a mutually agreed upon tax preparer. Petitioner shall provide Respondent with proposed tax return no later than April 1, 2026 to allow for her review prior to filing on April 15, 2026.

DEPENDENT CHILD TAX CREDITS

80. Petitioner shall be entitled to claim B.C.H. as a dependent for tax purposes in the odd-numbered years and A.A.H. in the even-numbered years. Respondent shall claim A.A.H. as a dependent for tax purposes in the odd-numbered years and B.C.H. in the even-numbered years.

When B.C.H. is emancipated for purposes of claiming as a dependent, the parties shall alternate years for claiming A.A.H.

81. The parties shall complete IRS Form 8332 as needed to ensure the proper parent is able to claim the applicable tax credits in accordance with this Decree.

82. The child support obligor shall only be permitted so long as he/she is current, and all other expenses associated with the minor children by the end of each calendar year._

REAL PROPERTY

83. The parties currently do not own real property; therefore, no order about real property is necessary.

MOTOR VEHICLES

84. Petitioner shall be awarded the 2014 Chrysler Town and Country subject to any debt thereon, free of any claim or interest by the other party and indemnifying and holding Respondent harmless thereon.

85. Respondent shall be awarded the 2005 Honda Accord subject to any debt thereon, free of any claim or interest by the other party and indemnifying and holding Petitioner harmless thereon.

86. Both parties shall execute any and all documents necessary to effectuate the assignment and refinance of these vehicles.

PERSONAL PROPERTY

87. During the course of the marriage the parties acquired personal property, which shall be divided as the parties have already divided it.

88. Each party shall be awarded their personal effects, and any family heirlooms or property passed down through their family.

89. The parties shall be responsible for any debt associated with any item of personal property that is awarded to them and shall hold the other party harmless therefrom in the event the debt on the item was incurred jointly.

90. Each party shall be awarded any personal property acquired before the marriage or received by gift or by inheritance during the marriage.

BUSINESS INTERESTS

91. The parties did not acquire any business interests during the course of the marriage. Therefore, no order about business interests is necessary.

FINANCIAL ACCOUNTS AND INVESTMENTS

92. During the course of the marriage the parties acquired financial accounts and investments, which shall be divided equitably between the parties on or about June 19, 2025 as the parties have already divided them. The parties represent and warrant that they have made full disclosure of all marital and separate accounts. The parties shall retain any financial account already in his or her own name. Should it emerge that either party has not disclosed a material account or other asset, that account or other asset shall be divided equitably between the parties.

93. Petitioner shall retain ownership of the parties' existing Health Savings Account ("HSA"). Within thirty (30) days after entry of the Decree, Petitioner shall transfer from the parties' existing HSA to a qualified HSA established by Respondent the sum of One Thousand

One Hundred Seventy-Seven 33/100ths Dollars (\$1,177.33) representing the HSA balance as of June 19, 2025.

94. Once an account has been awarded to a party, that party shall abandon all claims to the other party's accounts upon entry of the parties' Decree.

RETIREMENT ACCOUNTS

95. The parties acquired interests in individual retirement accounts, retirement investments, and pension plans. Once divided equitably between the parties, both parties shall maintain interest in their own accounts and plans and shall abandon all claims to the other party's accounts and plans upon entry of the parties' Decree.

96. From Petitioner's Glacier Bancorp, Inc. Profit Sharing And 401k Plan ("401k"), a sum of Fifty Four Thousand Three Hundred Fifty-Eight and no/100ths Dollars (\$54,358), shall be transferred to Respondent. This transfer shall be accomplished through a Qualified Domestic Relations Order ("QDRO") or other plan-approved domestic relations order-approved domestic relations order.

97. The parties shall share equally in the cost of preparation of a QDRO by a mutually agreed upon preparer. Agreement shall be in writing. Preparation of this QDRO shall begin within sixty (60) days after the date of entry of the Decree.

DEBTS AND OBLIGATIONS

98. During the course of the marriage the parties incurred the following debts and obligations which shall be allocated between the parties as follows:

Petitioner	Respondent
	Chase Credit Card x8569

99. On or about June 19, 2025, Petitioner paid to Respondent an amount representing Respondent's share of the Chase credit card balance and the AFCU credit card balance, thereby resolving the parties' respective obligations as to those accounts.

100. Petitioner's name shall be removed from credit cards and debt obligations awarded to Respondent.

101. The Court shall order the parties to be solely and exclusively responsible for any debts incurred since their date of separation on June 19, 2025.

102. Petitioner shall pay to Respondent a sum of Nine Hundred Twenty-Five and no/100ths Dollars (\$925.00) as global settlement for the parties' security deposit from the former rental residence located at 1636 N. Arnold Drive, Layton, Utah 84041, to be paid within seven (7) days of the date of mediation.

MUTUAL RESTRAINING ORDERS

103. The automatic Domestic Relations Injunction to be entered in this case shall govern the parties until further order of the Court.

104. Neither party shall use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

105. Neither party shall send to the other party any abusive emails, texts, or voice mails. Communications shall be civil.

106. The parties shall be restrained from committing, threatening to commit, or engaging in any conduct that could reasonably be construed as any form of domestic violence or domestic abuse against the other party.

107. Neither party shall intentionally interfere with the other party's employment or contact the other party's workplace except as reasonably necessary in an emergency involving the children.

108. Both parties shall not interfere with the employment of the other party in any way and shall avoid the workplace of the other party.

ATTORNEY'S FEES AND COSTS

109. The parties shall be responsible for his or her own attorney fees and costs incurred in this matter.

MISCELLANEOUS/OTHER RELIEF AS EQUITY REQUIRES

110. Respondent reserves the right to change her name to "Maggie Ora Whatcott" if and when she so desires.

111. After a *Decree of Divorce* is issued by this Court, if a dispute ever arises between the parties concerning the terms and provisions in their *Decree of Divorce*, they shall first participate in good faith in at least one session of mediation prior to returning to court to resolve their dispute. Notwithstanding, this mediation requirement shall not apply to a motion to address an emergency matter or enforcement.

112. The parties shall execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of the *Decree of Divorce*, which shall be

entered by the Court. Each party shall be ordered to execute such deeds, contracts, agreements, titles, or other conveyances as shall be necessary to transfer the property awarded to the parties in a timely manner.

113. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of the *Decree of Divorce* to be entered herein, the prevailing party shall be entitled to reasonable attorneys' fees and costs to enforce the provisions of the *Decree of Divorce*.

END OF DOCUMENT

Judge's signature shall instead appear at the top of the first page of this document.

APPROVED AS TO FORM:

DATED: April 2, 2026

ARNOLD WADSWORTH & COGGINS PLLC

/s/ Sterling K. Arnold

Sterling K. Arnold

Attorney for the Respondent

Signed electronically with permission via email 4.2.2026

RULE 7 NOTICE

Rule 7(J)(4) of the Utah Rules of Civil Procedure allows seven (7) days after service for the opposing party to submit notice of objection. If such objection, as to form, is not received within the subscribed time period, said order shall be executed by the Court.

DATED this 27th day of March, 2026.

HARWARD & HAWES, PLLC

/s/ Geniel M. Ashcraft

Geniel M. Ashcraft

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of March, 2026 I caused a true and correct copy of the foregoing ***Decree of Divorce*** to be served upon the following by the following method:

Sterling K. Arnold
ARNOLD WADSWORTH & COGGINS PLLC

/s/ Hillary Harward