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IN THE SECOND JUDICIAL DISTRICT COURT, FARMINGTON DEPARTMENT
DAVIS COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF ASHLEY MOLLER-KNUDSEN, Petitioner, and RICHARD MOLLER-KNUDSEN, Respondent.	DECREE OF DIVORCE Case No. 254701645 Judge Ronald Russell Commissioner Julie Winkle
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This matter came before the Court by way of Petitioner's Petition for Divorce; the Stipulation of the parties, and the Findings of Fact/Conclusions of Law; all of which have been submitted to the Court. Petitioner is represented by attorney Benjamin G. Larsen and Respondents is Paul Waldron.

After reviewing the pleadings on file in this matter and having been fully advised in the premises, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

PROVISIONS REGARDING JURISDICTION

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

2. Parties resided in the marital relationship in the State of Utah and, therefore, the Court has jurisdiction over Parties pursuant to Utah Code, Section 78B-3-205.

3. Parties were married on 6 October 2006 in South Jordan, Salt Lake County, State of Utah, and are presently married. Parties have not yet separated but shall treat the date of the filing of this action as the date of separation.

PROVISION REGARDING VENUE

4. Venue is proper in this county according to Utah Code, Section 78B-3a-201 because the cause of action arose in this county and Parties reside in this county.

PROVISION REGARDING GROUNDS

5. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, the divorce is hereby granted on the grounds of irreconcilable differences.

PROVISIONS REGARDING PARTIES' CHILDREN

6. Parties are the parents of four children, all four of whom are minors, namely: G.K.R.M-K., born April 2010; A.S.M-K., born November 2013; L.E.M-K., born April 2016; and G.R.B.M-K., born June 2019; collectively referred to as Minor Children. Neither Party is currently pregnant.

7. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, child support, criminal, protective orders, or delinquency involving the above-named Minor Children in juvenile court, or any other court.

PROVISIONS REGARDING UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT

8. Utah had initial jurisdiction and has continuing jurisdiction over Parties and issues regarding child custody, parent-time, and child support pursuant to Utah Code, Section 81-11-101 through 318 in that:

- a. Utah is the home state of Minor Children at the commencement of this proceeding.
- b. Pursuant to Utah Code, Section 81-11-209, Minor Children currently reside at Clearfield, Utah.

Initials of Minor Children City, State & Zip where Minor Children lived (not street address)	Beginning and ending dates Minor Children lived at that address	Name of person(s) with whom Minor Children lived Person's current City, State & Zip (not street address)	Person's relationship to Minor Children
G.K.R.M-K., A.S.M-K., L.E.M-K., G.R.B.M-K. Clearfield, Utah 84015	2016 to Present	Ashley Knudsen Richard Knudsen Clearfield, Utah 84015	Mother Father

- c. Parties have not participated, as a named-party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with Minor Children.
- d. Parties have no information of any proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, or adoptions.

e. Parties do not know of any person not a party to this proceeding who has physical custody of Minor Children, or who claims rights of legal custody or physical custody of, or visitation with, Minor Children.

**PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME,
AND PARENTING PLAN**

9. Parties are awarded joint legal custody and joint physical custody of Parties' Minor Children.

10. Joint legal custody requires Parties to communicate and attempt to resolve any differences that may arise relating to Minor Child's welfare. If Parties disagree about decisions regarding Minor Child's religion, medical care, education, legal rights or extra-curricular activities, they shall engage in good-faith discussion in person or in writing. If Parties still cannot reach an agreement, Parties shall seek the assistance of a third-party expert (like a doctor, teacher, etc.). If Parties still cannot reach an agreement, either Party may bring the issue(s) to mediation. If, after good faith mediation, and Parties are unable to come to an agreement, either Party may file appropriate proceedings with the Court. Parties shall equally share mediation fees incurred pursuant to this paragraph. Neither party is awarded the right to have the final say for major legal decisions regarding Minor Children.

11. Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

12. Except as otherwise stated herein, the Court shall order the statutory advisory guidelines contained in Utah Code, Section 81-9-202 as part of the Parenting Plan herein.

13. Parties are awarded reasonable rights of parent-time with Minor Children as Parties

agree. If Parties do not agree to a parent-time schedule, the following schedule — which is based on Utah Code, Section 81-9-303 — shall be the parent-time schedule the Parties shall follow, as set forth below:

- a. Weekdays: One weekday evening by Richard, to be arranged flexibly in advance to accommodate Richard's work schedule, beginning at 5:30 p.m. and ending the following day upon delivering Minor Children to school or at 8 a.m. if there is no school; or at Richard's election, beginning at the time that Minor Children's schools are regularly dismissed and ending the following day upon delivering Minor Children to school or at 8 a.m. if there is no school. In addition, if there is no school, and Richard is available to be with Minor Children, and in accommodation with Ashley's work schedule, beginning at 8 a.m. and ending on the following day upon delivering Minor Children to school or at 8 a.m. if there is no school.
- b. Weekends: Parties shall alternate weekend parent-time starting from 6 p.m. on Friday and ending on Monday upon delivering Minor Children to school or at 8 a.m. if there is no school. At Richard's election, the weekend parent-time may begin at the time Minor Children's schools are regularly dismissed. In addition, if there is no school and Richard is available to be with Minor Children, and in accommodation of the Ashley's work schedule, beginning Friday from approximately 9 a.m. and ending on Monday upon delivering Minor Children to school or at 8 a.m. if there is no school.

Weekends include any snow days, teacher development days, or other days when school is not scheduled and that are contiguous to the weekend period.

c. Parent-time flexibility. The flexibility in Richard's weekday and weekend parent-time above is intended to be such that Richard is entitled to and shall exercise five (5) overnight parent-time periods within every 14 days.

d. Holiday: Holiday parent-time shall be awarded according to the following schedule:

Holiday	Holiday Time Period	Ashley	Richard
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 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	Even
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent	Even	Odd

	granted the holiday (2) Holiday ends at 7 p.m. on the day before school resumes.		
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	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with 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.	Even	Odd
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 Mother	All years if Mother
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 Father	All years if Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m.	Odd	Even

	(2) Holiday ends on July 5th at 6 p.m.		
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with 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	Even
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	Even
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	Even	Odd

	as the holiday begins.		
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	Even
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 night before school resumes.	Even	Odd
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	Even
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	Odd
Minor Child's Birthday	(1) Holiday begins at	Even	Odd

	3 p.m. (2) Holiday ends at 9 p.m.		
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even

- i. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.
 - ii. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Children's attendance at school for that school day.
 - iii. If there is more than one child and Minor Children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, Minor Children may remain together for the holiday period beginning the first evening that all Minor Children's schools are dismissed for the holiday and ending the evening before the first Minor Child returns to school.
- e. Extended (Summer) Parent-Time: Each year, for extended parent-time with Minor Children, and at Richard's election, Richard is entitled up to four weeks of parent-time with Minor Children, which may be consecutive, when school is not in session for summer break. For the four weeks:
- i. two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and

- ii. two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday parent-time.
 - iii. Ashley is entitled to uninterrupted parent-time with Minor Children for two weeks, which may be consecutive, when school is not in session for summer break.
- f. Notification: Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.
- i. In odd numbered years, Richard shall provide notice to Ashley by May 1, and Ashley shall provide notice to Richard by May 15.
 - ii. In even numbered years, Ashley shall provide notice to Richard by May 1, and Richard shall provide notice to Ashley by May 15.
 - iii. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.
 - iv. If Ashley intends to interrupt Richard's interrupted extended parent-time, Ashley shall provide notification to Richard of her intent to interrupt parent-time within ten days on which Ashley receives notification of Richard's plans for the exercise of interrupted extended parent-time.

g. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. The holiday schedule for Mother's Day or Father's Day;
- ii. Extended parent-time;
- iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, and
- iv. The schedule for weekday or weekend parent-time.

14. Unless Parties mutually agree in writing or the Court orders otherwise, Minor Children shall remain enrolled in their current school and shall attend the corresponding feeder schools.

15. Parties shall not introduce Minor Children to any romantic interest until they have been in a committed relationship for more than three (3) consecutive months.

16. Parties shall not allow unrelated guests with whom they are romantically involved to spend the night while he or she is exercising parent-time unless they been in a committed relationship for at least three (3) consecutive months.

17. If either Party wishes to travel outside of the United States with Minor Children, Parties shall cooperate to obtain passports for Minor Children. Ashley shall be the custodian of the passports. Minor Children's passports shall be freely shared between Parties as necessary to facilitate any written agreement or Court Order regarding travel.

18. Each Party shall be awarded reasonable telephone or other electronic communication with Minor Children when Minor Children are at the other Party's home at reasonable times and for reasonable durations. When with either Party, minor children shall have a telephone available

to them to contact the other Party.

19. Whenever Minor Children travel with either parent, the traveling parent shall provide the following to the other parent:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where Minor Children or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

20. If one Party moves more than 100 miles, then Parties shall abide by Utah Code, Section 81-9-209.

21. The receiving Party shall be responsible for providing transportation. Parties shall be responsible for all other costs associated with exercising his or her parent-time.

PROVISIONS REGARDING RIGHT OF FIRST REFUSAL

22. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor Children over any other third party (i.e., surrogate care) if the parent responsible for Minor Children is not available for a period of eight (8) hours or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent Minor Children from having sleepovers with friends and family.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

23. Parties shall abide by the following mutual restraining orders:

a. Parties shall not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise.

As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

b. Parties shall not speak with Minor Children about litigation between Parties.

c. Parties shall not involve or speak with Minor Children about the issues in this matter.

d. Parties shall not harass or threaten each other.

e. Parties shall not use illegal drugs, misuse prescription medication, or abuse alcohol while Minor Children are in his or her care. Parties shall not allow third parties to use illegal drugs, misuse prescription medications, or abuse alcohol in Minor Children's presence.

f. 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.

g. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

PROVISIONS REGARDING SUPPORT PAYMENTS

24. Richard is employed at Clinton Police Department and earns \$9,252.79 gross per month for purposes of calculating child support.
25. Ashley is employed at HCA Healthcare and is capable of earning at least \$6,993.00 per month for purposes of calculating child support.
26. Pursuant to Utah Code, Sections 81-6-202 through 305, Richard shall be Ordered to pay child support.
 - a. According to Uniform Child Support Guidelines, joint child support worksheet (Exhibit 1), beginning when Parties no longer reside in the same residence, Richard shall pay \$1,112 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.
 - b. Pursuant to Utah Code, Sections 26B-9-302 through 412, shall either party elect, child support payments shall be made to the Office of Recovery Services. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be borne equally by Parties.
 - c. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.
 - d. There are no child support arrearages.

- e. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.
- f. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

PROVISIONS REGARDING SCHOOL EXPENSES
WHEN PARENTS SHARE JOINT PHYSICAL CUSTODY

27. While Parties are exercising joint physical custody, each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, except private school tuition. While Parties are exercising joint physical custody, each Party is responsible for providing clothing, school supplies, personal hygiene and other necessities for Minor Children when Minor Children are in their care.

PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES

28. Each Party is Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that Minor Children are involved in. Party incurring the extracurricular activity out-of-pocket costs shall submit to other Party verification of the incurred expense, such as a receipt or an invoice, within

thirty days of payment or receiving the same and shall be reimbursed by other Party within thirty days of receiving the verification of incurred expenses. A Party who incurs an expense for Minor Children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

29. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

- a. Richard shall pay the out-of-pocket costs of the premium actually paid for Minor Children's portion of health insurance provided through his employer as long as its cost remains similar to what it is currently, approximately \$80 per month. Shall the out-of-pocket costs of the premium actually paid by Richard for Minor Children's portion of health insurance through Richard's employer increase so that it is not similar to its current out-of-pocket costs, both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium 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 of Parties in this case.
- b. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid by Parties.

- c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of Minor Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or should have known of the change.
- d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
- e. 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 subparagraphs C and D above.
- f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.
- g. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Richard Moller-Knudsen shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Ashley Brimley Knudsen shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance

plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

h. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

30. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related child-care expenses actually paid by a parent.

a. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

b. The parent who incurs child-care expenses 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. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. 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 these provisions.

- c. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.
- d. Child-care arrangements existing during the marriage are preferred as are child-care arrangements with nominal or no charge.
- e. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state-licensed child-care provider and proof of actual payment by the payor is provided.

**PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS,
DEDUCTIONS, AND CREDITS**

31. Parties shall alternate claiming Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns.

- a. When there are four children, each Party shall be entitled to claim two children.
- b. When there are three children, each Party shall be entitled to claim one child. Parties shall alternate claiming the remaining child. Ashley shall be entitled to two Minor Children for odd tax years and Richard shall be entitled to claim two Minor Children for even tax years.
- c. When there are two children, each Party shall be entitled to claim one child.
- d. When there is one child, Ashley shall be entitled to claim Minor Child for odd tax years and Richard shall be entitled to claim Minor Child for even tax years.

- e. Party paying child support must be current on all child-support payments by December 31st to claim Minor Children on that year's taxes.

PROVISIONS REGARDING TAXES

- 32. Parties shall file married, filing jointly for federal and state taxes for 2025. Any tax refund or liability shall be divided evenly between Parties.

PROVISION REGARDING LIFE INSURANCE

- 33. Parties shall maintain a life insurance policy on their lives, so long as such is available at reasonable cost or through Parties' employers, in an amount of sufficient size to provide for a monthly income equal to child support payments ordered until Minor Children all age out of child support. Parties shall maintain in full force and effect this life insurance policy until child support obligation ordered terminates and all child support arrearages have been paid in full. During such period, Parties shall irrevocably designate Parties' Minor Children as beneficiaries on the life insurance, and designate either the other Party or a trust as the trustee for Minor Children.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

- 34. During the course of the marriage, Parties have no accrued joint debts or obligations other than the mortgage on the marital home.
 - a. If there are any debts, the debt shall be the responsibility of Party incurring the debt.
 - b. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

- c. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.
- d. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.
- e. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

35. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

- a. Parties shall be awarded vehicles as follows: (1) Ashley shall be awarded the 2009 Honda Odyssey minivan and (2) Richard shall be awarded the 2009 Dodge Charger sedan. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable.
- b. Richard shall be awarded all of his clothing, personal items and jewelry.
- c. Ashley shall be awarded all of her clothing, personal items and jewelry.
- d. Parties' financial accounts, including, but not limited to, cryptocurrency and mining shares, shall be divided and awarded equally as of 24 May 2026. Until 24 May 2026, Parties shall continue to make their income contributions to the marital joint account from which marital expenses are paid and

payments of that nature (e.g. mortgage, utilities, food) shall continue to be made from that account. Neither party shall expend \$500 or more from the marital joint account absent prior written agreement of Parties. Parties shall agree on the expense of having new tires purchased and installed on the 2009 Dodge Charger. On 24 May 2026, after division of the marital accounts, Richard shall become the sole owner of the joint marital accounts and Parties shall cooperate fully and in good faith to having Ashley's name on, access to, and interest in the accounts removed. Ashley shall be awarded her BioLife account, and each Party shall be awarded the Venmo account each has in their own name. The HSA account shall be divided effective the date of divorce, with the balance on that date to be used solely for the benefit of the children.

e. Each Party shall be awarded property he or she owned before the marriage.

f. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

g. The remaining personal property shall be divided as Parties agree. Prior to 24 May 2026, Parties shall create a joint document listing all of the remaining marital personal property that is to be divided. Once the master list of personal property is compiled, beginning with Ashley, Parties shall alternate choosing one item at a time until all items have been selected. The award of personal property shall be according to that list. If Parties cannot agree to a personal property division, Parties shall attend mediation.

h. Parties have financial accounts for the benefit of the Parties' two eldest children. Parties shall maintain joint ownership of these accounts for the benefit of each respective child and neither Party shall make any withdrawals from either account without prior agreement of Parties.

PROVISIONS REGARDING REAL PROPERTY

36. During the course of the marriage, Parties acquired real property located at 1115 E 1225 S, Clearfield, UT, 84015. Ashley shall be awarded the first right to purchase the home from the marital estate. Parties are both currently residing in the marital home. Richard shall vacate the marital home no later than 24 May 2026. Thereafter, beginning 24 May 2026, Ashley shall be awarded sole possession and control of the home and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property beginning 1 June 2026.

a. Parties agree that the value of the marital home is approximately \$482,000, with approximately \$58,000 owing on the mortgage, each Party being entitled to \$212,000 in equity in the marital home.

b. Ashley shall refinance all mortgages on, and transfer all obligations related to, the real property out of Richard's name into her own name or into the name of herself and a third party and pay Richard his \$212,000 equity interest by 24 September 2026.

c. If Ashley is unable to refinance the real property by 24 September 2026, Richard shall be afforded the next opportunity to refinance all mortgages on, and transfer all obligations related to, the real property out of Ashley's name and into his own name or into the name of himself and a third party and pay

Ashley her \$212,000 interest by 24 March 2027.

d. If Richard is unable to refinance the real property and pay Ashley her \$212,000 interest by 24 March 2027, the real property shall be immediately listed for sale, and the equity divided equally between Parties after all obligations and debts associated with the real property have been paid.

PROVISIONS REGARDING ALIMONY

37. Neither Party shall be awarded alimony now or forever after.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

38. Richard has acquired interest in defined contribution plans or defined benefit plans, and/or military pension or retirement benefits.

39. Regarding defined contribution plans (e.g., 401(k), IRA, annuity), Parties shall equally divide the marital share of those plans. Marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, during Parties' marriage. Conversely, Party who accrued the non-marital shares of those plans shall be awarded 100% of those non-marital shares. Non-marital share is defined as all plan contributions made, and all increases and decreases in plan value experienced, before Parties' marriage.

40. Regarding defined benefit plans, (e.g., employer pension), those plans shall be divided pursuant to the *Woodward* formula found in *Woodward v. Woodward*, 656 P.2d 431 (Utah 1982) by equally dividing any benefits accrued during the marriage.

41. Parties shall be equally responsible for the preparation and the cost of any necessary retirement division orders.

PROVISIONS REGARDING BUSINESS INTERESTS

42. Parties own business interests in Eight Plus Ventures, which shall be divided equally between Parties.

PROVISIONS REGARDING MISCELLANEOUS

I. ATTORNEY'S FEES.

43. Each Party shall be Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action.

II. OTHER.

44. Prior to or upon the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation unless immediate action is necessary to protect Minor Children from immediate and irreparable harm.

45. Ashley shall be restored to the use of her former surname of Brimley or to the sole surname of Knudsen, if she so chooses.

46. Richard's name shall be changed from Richard Niels Moller-Knudsen to Richard Niels Moller Knudsen, with "Moller" of his surname shall become another middle name and not a hyphenated part of his surname, and his sole surname shall be Knudsen.

47. Minor Children G.K.R.M-K., A.S.M-K., L.E.M-K., G.R.B.M-K., shall have their names changed such that the "Moller" of their surname shall become another middle name and not a hyphenated part of their surname and their sole surname shall be Knudsen. A separate private order shall issue in this action changing Minor Children's names. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree entered herein and provide it to the other party without any charge therefore. Should a party fail to execute a document within 60 days of the entry of this

divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

48. Parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both Parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury.

49. If any term, paragraph, or provision of this Stipulation is held invalid or unenforceable for any reason, the remainder of this Stipulation shall continue in full force and effect.

50. Each Party understands how this action affects their legal interest. Each Party enters into this Stipulation either after being fully advised by legal counsel, or after each Party acknowledges they have had an opportunity to consult with legal counsel prior to the execution of this Stipulation if desired.

51. This Stipulation is entire and complete and embodies all understandings and agreements between Parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. Respondent and Petitioner are aware they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. Respondent and Petitioner are satisfied this Stipulation is fair and reasonable. There are no questions Respondent and Petitioner have to ask or unresolved issues that need to be addressed. All issues either Party wishes to raise have been incorporated in this Stipulation.

52. This Stipulation and Settlement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors,

administrators, successors and assigns.

53. This Stipulation and Settlement Agreement is effective the day it is signed by both parties.

54. This Stipulation and Settlement Agreement may be signed in counterparts.

BY THE COURT:

The Judge's electronic signature appears on the top of page 1.

Ronald Russell

District Court Judge

In accordance with the Utah State District Court e-filing standards No. 4, and URCP 10(e), this document does not bear the handwritten signature of the Judge but instead displays an electronic signature at the upper-right-hand corner of the first page of this order along with the Court's seal and the date and time this order was executed.

DECREE OF DIVORCE - Approved as to Form and Substance: *Also, by signing below I give my approval and authorization to Attorney Benjamin G. Larsen to electronically sign my signature on my behalf when this document is e-filed with the Court. I understand that due to the requirement of the Court that this document must be submitted in RTF format, and that when it is converted, it may not look the same.*

Approved as to Form:

Paul Waldron
Attorney for Respondent

Date

RULE 7(j) NOTICE

Please take notice that you have seven (7) days from the date this order is served upon you to object to the form to this order. If you fail to do so the order may be entered without further notice to you.

CERTIFICATE OF SERVICE

I certify that a true and correct version of the foregoing was served upon Respondent's attorney via email (paul.w@brownfamilylaw.com) on April 24, 2026.

/s/ Julie Simpson

Julie Simpson

Legal Assistant to Benjamin G. Larsen