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Attorney for Petitioner, Mikell Julia Schone

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

In the matter of the marriage of:

MIKELL J SCHONE
Petitioner

and

MICHAEL SCHONE
Respondent

DECREE OF DIVORCE

Civil No 254701328

Judge Michael Edwards

Commissioner Julie Winkler

On August 29, 2025, Petitioner, Mikell Schone (“**Mikell**”), filed a Verified Petition for Decree of Divorce (the “**Petition**”) in the above referenced Court. On September 22, 2025, Respondent, Michael Schone (“**Michael**”), filed a Counterpetition for Divorce (the “**Counterpetition**”). The parties have been able to reach an agreement to resolve all issues related to the Petition and Counterpetition as evidenced by that certain Settlement Agreement (“**Agreement**”) executed by the parties and filed with the Court.

The Court, having reviewed the Agreement, and being familiar with the papers and pleadings on file herein, hereby ORDERS AND DECREES as follows:

The parties have experienced irreconcilable differences during their marriage and are hereby granted a Decree of Divorce, subject to the following provisions:

CHILDREN AND PARENTS

1. The following children have been born as issues of this marriage, to wit: Averī Mikell Schone, born May 19, 2012; Greyson Jeffrey Schone, born August 25, 2016; Juliette Claire Schone, born January 18, 2020, and Weston Michael Schone, born June 30, 2022 (collectively referred to as the “**children**” and individually as the “**child**”).
2. The parties are the legal mother and legal father of the children under Utah’s Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married.

LEGAL CUSTODY

3. The parties are awarded joint legal custody of the children, subject to the following parenting-plan:
 - a. Decision-making:
 - i. Each of parents is empowered to make routine day-to-day and emergency decisions affecting the health or safety of the child without the consent of the other. However, each parent has a duty to promptly notify the other, as soon as possible, of any illness or injury requiring a doctor’s care.

ii. It is anticipated that parental decisions shall be required for major decisions, including but not limited to educational, medical, and religious issues in raising the child. Each parent is entitled to make minor decisions and the parents are not entitled to micromanage one another.

iii. If and when a major issue arises, the parents shall address the issues together. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parents may further elect to seek input from treating physicians or educators. Both parents shall be provided with such. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, the parties shall work in good faith to schedule a mediation at the soonest available date with the cost being equally shared by the parties. If the parties still cannot reach a joint decision at the mediation, Mikell shall be entitled to make the presumptive decision to resolve the dispute and shall provide such decision to Michael in writing. If Michael desires to challenge Mikell's decision, Michael shall have fourteen (14) days after receipt of Mikell's notice of written decision to file a motion with the court. If Michael does not file said motion within the fourteen (14) days, then Mikell's decision shall be final.

b. Each parent shall be entitled to take the children to religious services or activities of his or her choosing during that parent's custodial time.

Notwithstanding the foregoing, neither parent shall cause or permit the children to

participate in any formal religious ordinance (including but not limited to baptism, confirmation, or similar religious commitments) without the prior agreement of both parties. In the event the parties are unable to agree, the issue shall be resolved in accordance with the dispute resolution provisions set forth in this Decree.

c. To the extent a party exercising parent-time is in need of overnight surrogate care, the party in need of the surrogate care shall be required to allow the other party to provide the care before anyone else. (the “**Right of First Refusal**”).

d. The party exercising the Right of First Refusal shall be responsible for all transportation related to exercising the Right of First Refusal.

e. The Right of First Refusal applies only when a parent will be unavailable to personally care for the children overnight and intends to place the children in the care of another. The Right of First Refusal does not apply to normal and reasonable social activities or family events, including but not limited to sleepovers with friends or overnight stays with relatives, when such activities occur during that parent’s custodial time and the parent remains otherwise available and responsible for the children.

f. Whenever traveling with the child for two overnights in a row or overnight out of the state of Utah, each of the parents shall give to the other parent reasonable notice before leaving, and provide the following information: (a) an itinerary of travel dates and locations; (b) a telephone number whereby the parent

can reach the child during travel; and (c) the best time for the parent to call the child or when the child will call the parent.

g. Communication:

- i. Communication related to parenting between the parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship.
- ii. The parents shall not use the child as a messenger but shall instead communicate with each other directly.
- iii. The parents shall communicate as they both feel comfortable; however, either parent may limit communication to email and phone text if one of the parents is being disrespectful or misquoting oral communications to the detriment of the other parent.
- iv. Each parent shall be entitled to telephone/virtual communication with the child at reasonable times, frequency, and duration. A party shall respond to any request for telephone/virtual communication from the other party within a reasonable time period.
- v. Each parent shall be entitled to correspond with the child through the mail, email or social media, and the other parent will not censor or otherwise interfere with such correspondence.

h. Restrictions:

- i. The parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.
- ii. The parents shall not use the child as a confidante to counsel with about their own personal problems—especially if the problem is related to the other parent.
- iii. The parents shall not discuss adult issues with the child, including, but not limited to, legal proceedings. Furthermore, each parent has a duty to keep court paperwork in a secure location so that the child does not read it.
- iv. The parents shall not make negative or derogatory comments about each other or about the child's grandparents, significant other or other extended family members, to the child or within the child's range of hearing, including social media.
- v. The parents shall not ask the child to lie for them or to keep something secret from the other parent.
- vi. The parents will not use corporal punishment with the child.
- vii. The parents shall not engage in any action that would estrange the child from the other parent or impair the child's love or respect for the other parent.

i. Encouraged Actions:

- i. The parents are encouraged but are not obligated to maintain predictable schedules for the child—including similar mealtimes, homework schedules, chores, bedtimes, curfew, and other routines.
- ii. The parents are encouraged to maintain similar styles of discipline of the child so as to allow the child predictability.
- iii. The parents are encouraged to speak about positive attributes of the other parent with the child.
- j. The following mutual restraining order shall be entered:
 - i. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party. All communication between the parties shall be about the child only and be civil, at reasonable times, and of reasonable frequency and duration.
 - ii. The parties are mutually restrained from disparaging one another to the child, alienating, or otherwise interfering with the other's relationship with the child; or allowing any third party to do so.
 - iii. The parties shall not involve the child in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the child or the child's preferences with respect to issues of custody, parent time or where they attend school, either by reward, punishment or guilt.

- iv. Neither party shall consume alcohol to excess, illegal drugs or prescription drugs without a valid prescription or contrary to/in excess of the prescription during their parent time with the child.
- v. Neither parent shall introduce the children to a significant other until they have dated one another at a minimum of six (6) months.

k. General Provisions:

- i. Neither of the parents shall have the right to micro-manage each other's day-to-day care and control of the child while the child is residing with that parent, nor shall either parent have the right to interfere with the other parent's parent-time.
- ii. The parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings. Flexibility does not require that the other parent adjust their parent-time if something is already planned and it is encouraged that the requesting party offer make-up parent-time when making the request—doing so will encourage trading favors and cooperation.
- iii. The payment or nonpayment of child support is not connected to whether or not a parent should receive his or her parent-time. As an example, if a parent denies parent-time it is not a reason to refuse to pay child support, and the failure or inability to pay child support is not a reason to refuse parent-time.

- iv. The parents shall each have a place in their home for the child to comfortably sleep and for the child to keep his/her things.
- v. Each parent shall exchange information concerning the health, education, and welfare of the child.
- vi. Each parent shall notify the other parent if the child has a disciplinary or significant social issue at school.
- vii. Information concerning the child's school shall be exchanged between the parents upon receipt of the same.
- viii. Each parent shall inform the other of all major activities/events the child will be participating in as soon as reasonably possible so the other parent will have the opportunity to attend the activity or special event.
- ix. Each of the parents shall have access to educational and health care records of the child.
- x. Each of the parents shall be listed as contacts/emergency contacts at the child's school, the child's healthcare providers, and with the child's extracurricular activity programs.
- xi. The parents shall be responsible to ensure the child's timely arrival and attendance at school on their parent time days. The parents are responsible to ensure that all schoolwork, including projects, assignments and homework is completed and timely turned in on their parent time days.

xii. Good Faith. The parents shall exercise good faith and fair dealing in the performance and enforcement of this parenting plan.

l. Contempt. Both parents have a right to request the Court, under oath, to hold the other parent in contempt if he or she violates this parenting plan.

Punishment could include a fine or imprisonment and if found in contempt shall include an award of attorney fees. If contempt is not found and the Court deems the request for contempt frivolous the Court shall award the defending parent his or her attorney fees.

PHYSICAL CUSTODY

4. Mikell is awarded sole physical custody of the children.

5. Mikell's residence is designated as the children's residence for school purposes.

6. Notwithstanding the foregoing or anything in this Decree to the contrary, the children shall attend school in Weber County, Davis County or Cache County unless otherwise agreed upon by the parties or ordered by the court.

7. Michael is awarded parent-time as the parties can agree. In the event the parties cannot agree, Michael shall have standard parent-time as follows:

a. Every other Friday, beginning when the children get out of school or when Michael gets off work, until Monday by dropping the children off at school or by delivering the children to Mikell's residence by 8:00 a.m. if there is no school; and

b. Every Wednesday, beginning when the children get out of school or when Michael gets off work, and ending at 8:30 p.m.

c. Michael shall provide the transportation for all parent-time described above.

8. The parties are awarded holidays pursuant to Utah Code Ann. Section 81-9-303 as follows:

Holiday	Holiday Time Period	Years Michael is granted Holiday	Years Mikell is granted Holiday
Dr. Martin Luther King Jr. Days	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the	Odd years	Even years

	election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school	Even years	Odd years

	is not in session and the parent can be with the child; (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: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
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Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school	Even years	Odd years

	is not in session and the parent can be with the child; (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: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
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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	All years if custodial parent is the father or other

		in the order.	parent designat ed in the order.
Junete enth Natio nal Freed om 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	Even years	Odd years

	Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
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.	Even years	Odd years

	(2) Holiday ends on July 25th at 6 p.m.		
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (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: (a) upon delivering the minor child to	Odd years	Even years

	school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering	Odd years	Even years

	the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.		
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	Even years	Odd years

	(b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day 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 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	Even years	Odd years

	election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter	Odd years	Even years

	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.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to	Even years	Odd years

	school on the day that school resumes after the winter break.		
Day of Minor Child' s Birth day	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

Child's Birth day			
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9. For extended parent-time with the children and at Michael's election, Michael is entitled to up to four weeks of parent-time with the children, which may be consecutive, when school is not in session for summer break.

10. For Michael's four weeks of extended parent-time described above:

a. two weeks, which may be consecutive, shall be uninterrupted parent-time;
and

b. two weeks, which may be consecutive, may be interrupted by Mikell for a weekday visit on the same day and for the same time on which Michael is granted weekday day parent-time.

11. Mikell is entitled to uninterrupted parent-time with the children for two weeks, which may be consecutive, when school is not in session for summer break.

12. Each parent shall provide written notification to the other parent of the parent's desired dates for the exercise of extended parent-time for summer.

13. For the written notification requirement described above:

a. in odd-numbered years:

i. Michael shall provide written notice to Mikell by May 1; and

ii. Mikell shall provide written notice to Michael by May 15; and

b. in even-numbered years:

i. Mikell shall provide written notice to Michael by May 1; and

ii. Michael shall provide written notice to Mikell by May 15.

14. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

15. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

16. If Mikell plans to interrupt Michael's parent-time as described Section 8(b) above, Mikell shall provide notification to Michael of the intent to interrupt parent-time within 10 days after the day on which Mikell receives notification of Michael's plans for the exercise of interrupted extended parent-time.

17. 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:

a. the holiday schedule for Mother's Day or Father's Day;

b. the holiday schedule for a minor child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

c. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or a minor child's birthday;

d. extended summer parent-time; and

e. the schedule for weekday or weekend parent-time.

18. Unless otherwise in conflict with the parent-time scheduled described above, for all other parent-time issues or scheduling, the parties shall follow Utah Code Ann. Section 81-9-303.

19. The parties shall equally divide the transportation between them for the summer extended parent-time with the parent beginning his or her parent-time picking up the children from the other parent at the other parent's residence, or other location agreed upon by the parties.

INCOMES AND CHILD SUPPORT

20. Mikell is not employed but is imputed with an income of \$1,257.00 for child support purposes.

21. Michael is employed full-time and has a gross monthly income of \$3,987.00 for child support purposes.

22. Based upon the Utah Child Support Guidelines, based upon the incomes of the parties and the parent-time schedule, Michael shall pay Mikell child support in the amount of \$1,183.00 per month, beginning May 1, 2026.

23. All child support obligation of both parties is current through April 2026.

24. Child support for a child shall continue until the child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 78A, Chapter 6, Part 8, Emancipation (as amended).

25. The monthly child 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. Child support due and not paid on or

before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st of the month.

26. Under Utah Code 81-6-212(5), the parties have a right to adjust the child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, ORS shall review the order, and if appropriate, move the court to adjust the amount.

27. Under Utah Code 81-6-212(3)-(4), the parties have a right to modify the child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a Party; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either Party for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both Parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

28. The obligee should be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as obligor no longer owes child support to obligee. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

29. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

CHILD CARE

30. Pursuant to Utah Code Ann. § 81-6-209, both parties shall equally share the reasonable work-related childcare expenses of the children.

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

32. 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. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

33. A parent incurring childcare 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.

34. 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 30 days of receipt of the written verification.

35. The party utilizing regular childcare shall provide the name, location and contact information of the childcare provider to the other party.

CHILD HEALTH CARE

36. Pursuant to Utah Code Annotated 81-6-208, whichever parent can obtain medical, hospital, vision and dental care insurance ("Insurance") for the children at the most reasonable cost with the best coverage shall obtain and maintain said Insurance for the children.

37. If the children are covered by Insurance plans of both parents, Michael's Insurance shall be primary coverage for the child and Mikell's Insurance shall be secondary.

38. Notwithstanding anything to the contrary contained herein, the parties are not obligated to double insure the children.

39. If a parent marries and the children are not covered by that parent's Insurance but are covered by a step-parent's plan, the Insurance of the step-parent shall be treated as if it is the Insurance of the married parent and shall retain the same designation as the primary or secondary plan of the children.

40. The parties shall divide equally the children's portion of the monthly Insurance premium actually paid by a party for the children's portion of the Insurance on a per capita basis.

41. The parties shall divide equally all reasonable and necessary out-of-pocket medical, dental, accident, hospital, optical, psychotherapeutic, orthodontic expenses, including all deductibles and copayments incurred for the children's benefit and actually paid by a party.
42. Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, coinsurance and copayments, incurred for the children and actually paid by a party.
43. The party who incurs a health care expense shall provide written verification of the cost and payment of those health care expenses to the other party within thirty (30) days of payment.
44. The reimbursing party shall have thirty (30) days from receipt of verification of health care expenses and proof of payment to reimburse the other party his or her half of the health care expenses.
45. A party incurring a health care expense may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.
46. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year or within thirty (30) days of any changes of coverage.

TAX DEDUCTION

47. The federal and state income tax dependency exemptions for the minor children shall be shared among the parties as follows:

a. So long as four (4) minor children are eligible to be claimed as dependents, Michael shall be entitled to claim the two (2) oldest children, and Mikell shall be entitled to claim the two (2) youngest children each tax year.

b. When only three (3) minor children remain eligible to be claimed as dependents, Michael shall be entitled to claim the oldest child each year, and Mikell shall be entitled to claim the next youngest child each year. The parties shall alternate the right to claim the youngest child, with Mikell claiming the youngest child in even-numbered tax years and Michael claiming the youngest child in odd-numbered tax years.

c. When only two (2) minor children remain eligible to be claimed as dependents, Michael shall be entitled to claim the oldest child each year, and Mikell shall be entitled to claim the youngest child each year.

d. When only one (1) child remains eligible to be claimed as a dependent, the parties shall alternate claiming the child, with Mikell claiming the child in even-numbered tax years and Michael claiming the child in odd-numbered tax years.

48. Michael's right to claim any child as a dependent is expressly conditioned upon him being current on all child support obligations, including any medical and childcare reimbursements, as of December 31 of the applicable tax year.

49. If Michael is not current on his child support obligations as of December 31 of the applicable tax year, he shall not be entitled to claim any child for that year, and Mikell shall be entitled to claim all eligible children.

50. The parties shall timely execute any and all documents necessary to effectuate this provision, including IRS Form 8332 or any successor form, upon request, provided the conditions set forth herein have been satisfied.

RELOCATION

51. If either party moves more than 150 miles from the other party, the moving party shall provide the notice requirements to the other party as set forth in Utah Code Ann. Section 81-9-209.

EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

52. Each party shall be responsible for one-half of the expenses related to a child's extracurricular activities, including but not limited to sports and summer camps, so long as the parties agree in advance that a child can participate in such extracurricular activity.

53. A party who incurs an extracurricular activity expense on behalf of the children for which he or she is entitled to reimbursement shall provide written verification of the expense and/or payment of the expense to the non-incurring party within thirty (30) days of incurring the expense or making a payment towards the expense. The non-incurring party who receives such written verification shall remit his or her one-half share of the expense to the other party who incurred the expense within thirty (30) days of receiving written verification of the cost and/or payment.

54. Mikell shall be responsible for all school costs, without any right of reimbursement from Michael.

PERSONAL PROPERTY

55. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources is awarded to the party from whose family it came.

56. Except as otherwise specifically provided herein, each party is awarded all personal property currently in his or her possession and control, free and clear of any claim of the other party.

57. Mikell will retrieve from Michael the following items currently in his possession:

- a. Figurines;
- b. Boxes with costumes and kids' clothes;
- c. Holiday decorations; and
- d. Any other personal property belonging to Mikell or the children currently in Michael's possession.

58. Mikell shall retrieve all personal property awarded to her under this Section within thirty (30) days of execution of the Agreement, at a mutually agreed upon date and time. Michael shall provide reasonable access to facilitate such retrieval.

59. Mikell is awarded the 2020 Chrysler Pacifica.

60. Michael is awarded all personal property currently in his possession, except for those items specifically awarded to Mikell herein.

DEBTS AND OBLIGATIONS

61. Each party is awarded and responsible for any debt he or she incurred prior to the marriage and after the parties' separation.

62. Mikell is responsible for the debts in her name.

63. Michael is responsible for the debts in his name.

64. Each party shall indemnify and hold the other party harmless from any and all debts he or she is responsible to pay.

65. Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.

REAL PROPERTY

66. The parties own real property at 481 W 500 N, Clearfield, Ut 84015 (the “**Marital Residence**”).

67. The Marital Residence is awarded to Michael, subject to the terms and conditions set forth herein. Within seven (7) days of execution of the Agreement, Michael shall provide Mikell with the names of three (3) licensed appraisers. Mikell shall select one (1) of the proposed appraisers to perform an appraisal of the Marital Residence. The cost of the appraisal shall be equally shared by the parties.

68. The fair market value of the Marital Residence shall be established by the selected appraiser. The equity in the Marital Residence (the “Net Equity”) shall be calculated by subtracting the outstanding balance of all mortgages, liens, and encumbrances secured by the property as of the date of the appraisal from the appraised value.

69. The Net Equity shall be distributed as follows:

- a. First, the sum of One Hundred Thousand Dollars (\$100,000.00) shall be paid to Mikell as reimbursement for her separate inheritance funds contributed toward the Marital Residence;

b. Second, the sum of Thirty-Two Thousand Dollars (\$32,000.00) shall be paid to Michael as reimbursement for funds contributed toward the Marital Residence from his family;

c. Thereafter, any remaining Net Equity shall be divided equally between the parties.

70. In the event the Net Equity is insufficient to fully satisfy the distributions set forth above, the available Net Equity shall be distributed first to Mikell up to \$100,000.00. Any remaining balance shall be distributed consistent with the priority set forth above to the extent funds are available.

71. Michael shall have ninety (90) days from the date of the appraisal to pay Mikell all sums due to her under this Section (the “**Buyout Amount**”). Payment shall be made by cash, certified funds, refinance proceeds, or other mutually agreed upon method.

72. If Michael fails to pay the Buyout Amount in full within ninety (90) days of the appraisal date, the Marital Residence shall be immediately listed for sale. The parties shall cooperate in selecting a licensed real estate agent and listing the property at a price recommended by the agent. Upon sale, the Net Equity shall be distributed in accordance with the priority set forth in Paragraph 67 above.

73. Should the house be required to be listed for sale, each party shall timely review and respond to all communications or documents transmitted regarding the sale of the Marital Residence and shall not unreasonably withhold or delay consent to actions reasonably necessary to advance the sale process. Each party shall execute all documents and take such actions as may

be reasonably required to facilitate and consummate the sale and closing of the Marital Residence.

74. Until Michael has paid the Buyout Amount or the Marital Residence is sold and the sale has closed, Michael shall be solely responsible for the care, maintenance, and preservation of the Marital Residence and shall pay, when due, all costs and expenses associated with the Marital Residence, including but not limited to:

- a.** All mortgage payments, including any first mortgage, second mortgage, and/or HELOC secured by the property;
- b.** All utilities (including water, sewer, gas, electricity, trash, internet, and similar services);
- c.** All real property taxes, assessments, and governmental charges;
- d.** Homeowner's association dues, if any;
- e.** Homeowner's insurance premiums; and
- f.** Routine maintenance, repairs, and upkeep necessary to maintain the property in reasonable condition and prevent waste.

75. Michael shall maintain the Marital Residence in substantially the same condition as of the date of the Agreement, ordinary wear and tear excepted, and shall not permit any waste or deterioration of the Marital Residence.

76. Until the Buyout Amount is paid or the Marital Residence is sold and the sale has closed, Michael shall not, without Mikell's prior written consent or a court order, incur, create, or permit any additional debt, lien, or encumbrance against the Marital Residence, including but not

limited to any refinancing, home equity loan, HELOC advance, line increase, modification, or other secured borrowing.

77. Any debt, lien, or encumbrance incurred in violation of this provision shall be Michael's sole responsibility, and Michael shall indemnify, defend, and hold Mikell harmless from any liability, cost, or loss arising therefrom.

ALIMONY

78. The parties acknowledge that each has had the opportunity to fully evaluate their respective financial conditions, needs, and earning capacities. Based upon those considerations, and after full disclosure, the parties agree that neither party shall pay alimony to the other.

79. Each party hereby waives and relinquishes any and all claims to alimony, whether temporary, rehabilitative, or permanent, now and in the future.

RETIREMENT AND FINANCIAL ACCOUNTS

80. Each party is hereby awarded, as his or her sole and separate property, all right, title, and interest in and to any and all financial accounts held in his or her individual name, including but not limited to checking accounts, savings accounts, credit union accounts, brokerage accounts, and any other deposit or investment accounts, free and clear of any claim of the other party.

81. Each party is further awarded, as his or her sole and separate property, all right, title, and interest in and to any and all retirement accounts in his or her name, including but not limited to 401(k) plans, IRAs, pensions, and any other retirement or deferred compensation accounts, free and clear of any claim of the other party.

82. To the extent any joint accounts exist, the parties shall cooperate to close or divide such accounts within thirty (30) days of execution of the Agreement, with any remaining balances to be divided equally unless otherwise agreed in writing.

83. Each party shall execute any documents reasonably necessary to effectuate the terms of these provisions.

MISCELLANEOUS

84. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their Decree of Divorce. Should a party fail to execute a document within sixty (60) days of the entry of their Decree of Divorce, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask 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.

85. Each party is responsible for their own attorney's fees.

86. Mikell should be restored to her maiden name of Maughan, if she so desires.

** Judge's Electronic Signature, date of entry and Seal of the Court are located in the top right-hand corner of the first page of this Order.*

-----End of Order-----

APPROVED AS TO FORM:

/s/ Robert Hanks

Robert Hanks

Attorney for Respondent

Date: May 11, 2026

(signed by Joseph Barber with permission
from Robert Hanks via email)

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above Divorce Decree was served upon
the parties below on May 19, 2026, in accordance with Rule 5 of the Utah Rules of Civil
Procedure:

Robert Hanks
Attorney for Respondent
Via E-Filing

/s/ Joseph W Barber
JOSEPH W BARBER
Attorney for Petitioner