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Attorney for Respondent

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

In the matter of the marriage of

STACY BARNES

and

JARED BARNES

DECREE OF DIVORCE

Case No.: 254700985

Judge: David J. Williams

Commissioner: Julie Winkler

Tier 4

Petitioner ["Stacy"] having filed a Petition for Divorce against the Respondent ["Jared"]; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues; and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE**: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

2. CHILDREN: That during the course of the marriage, the parties have had three (3) children born as issue of said marriage, to-wit: *A.B. born August 2018, K.B. born March 2022 and B.B. born March 2022*. No other children are now expected.

3. CUSTODY AND PARENT TIME:

a. Physical Custody. That the parties should be awarded the joint physical custody, care, and control of the minor children of the parties.

b. Legal custody. The parties should be awarded joint legal custody of the minor children of the parties consistent with Parenting Plan listed below:

Parenting Plan

- 1) It is important for the children to have a meaningful, loving, caring, nurturing, and positive relationship with each of the parties;
- 2) As the parties' work schedules change, parent-time should be modified to maximize time with each parent, but not to reduce parent-time with either parent;
- 3) Both parents should have access to the children during school and authority to check the children out of school or daycare;
- 4) Each party should treat the other with respect, and should use his or her best efforts to encourage and foster a mutually-loving and bonded relationship between the parents and the children;
- 5) The parties should respect the children's right to have a meaningful bond with each parent, with step-parents, grandparents and other relatives;

- 6) Neither parent should attempt to harm the relationship between the other parent and the children;
- 7) Where the children's self-esteem is affected by having a positive perception of both parents, the parties should say only positive things about the co-parent in the children's presence, emphasizing parental strengths as much as possible and both parties should be restrained from: making any disparaging, derogatory, unkind, or demeaning remarks regarding the other in the presence of the children; from vilifying the other parent or saying anything that would cast the other parent in a negative light in the presence of the children; and from doing anything that might impair the parent-child relationship; and both parties should not allow anyone else to do these things as well;
- 8) Both parties should be restrained from talking to the children about court, visitation issues, and legal matters, and from allowing them to read any legal documents, and should be required to secure all legal documents so that they cannot have access to them; and both parties should not allow anyone else to do these things as well;
- 9) The parties should establish and maintain good communication and a cooperative relationship regarding the care of the children and should promptly return telephone calls and reply to text messages and emails regarding them;
- 10) Unless otherwise mutually agreed upon in writing, the parties should not allow, and should be required to restrain third parties (i.e. significant others, spouses, relatives, friends) from interjecting themselves into issues/matters between the Petitioner and Respondent regarding the children, and communicating with the other party about the

children to resolve problems/issues; The purpose behind this provision is to allow the parties to be the parents of the children, and not a third party;

11) The parties should share information and complaints in a factual and respectful manner;

12) The parties should work together to improve their parenting skills and to share their ideas;

13) The parties should use text messaging as their primary means of communication about the children but may also call or email should the situation require.

14) The parties should conduct their communications in a business-like manner, civil, without assuming intent, placing blame, or disputing what happened in the past, and should keep their communications productive; if the meetings or communications become heated or overly emotional, the parties should reschedule the meeting or communication;

15) The parties should communicate frequently regarding the children's best interests;

16) Both parents should share information on any condition, problem, significant fact or circumstance, which may affect the other parent's relationship with a child or that child's well-being;

17) The parties should regularly discuss the routines and rules they use with the children and should try to create common ground to minimize the children's emotional discomfort, however, neither party should be required to follow the other's suggestions, unless ordered by the Court;

- 18) Where relationship problems are best solved on a one-on-one basis, the parties should not use the children as a messenger or problem-solver of their problems;
- 19) The parties should use their best efforts to communicate and share information regarding the children, and to keep the other apprised of what is happening in their lives;
- 20) Each party should timely inform the other of any school, social, athletic, church, or other community events in which the children will be participating or honored, and in all cases, such notice should be given as soon as reasonably possible after receiving notice, to allow the other party a meaningful opportunity to attend and participate; may be participating or will be honored;
- 21) Each party should be entitled to reasonably participate as a parent;
- 22) The parties should both have direct access to all of the children's school reports, including preschool and daycare reports, and medical records;
- 23) Each party should assume the responsibility to contact any appropriate sources of information concerning the children and the other parent should cooperate in this regard;
- 24) Both parties should advise, exchange information, and reasonably consult with each other about any non-emergency major or significant decisions affecting the welfare, social, religious training, education, health, and medical treatment of the children, and children's residence, and both parties should reasonably consider each other's input;
- 25) Either parent may make emergency decisions regarding the health or safety of the children;
- 26) Each party should notify the other party immediately of any healthcare emergency for the children;

27) The parties should notify the other when a child is ill; Prior to a parent-time exchange of a child who is ill, the parties should discuss regular parent-times and should reasonably accommodate the sick child; If the parties cannot agree, regular parent-time should not be affected; A parent should not use a child's illness to frustrate parent-time;

28) Day-to-day decisions regarding the care, control, and discipline of the children should be made by the parent with whom children are with at the time; Nevertheless, the parties should discuss discipline problems and reach a blank consensus whenever possible on parenting strategies, where if the parties act consistently and as a united front, the children will feel more secure;

29) Each party should provide the other with his or her telephone number, email address, and other virtual parent-time access information within 24 hours of any change, and should immediately notify the other parent as soon as he/she is aware of what his/her new residential address will be;

30) When either party intends to obtain surrogate care for the children for more than four (4) hours, that party should give the other party the opportunity to provide such care; Nevertheless, this first right of refusal to provide child care should be contingent upon the exercising party being prompt in picking up and returning the children to the party who needs child care at a location that he/she designates; Being on time is of the essence, therefore if the exercising parent fails to abide by the requirements set forth in this paragraph the Court should, upon motion, limit or eliminate the offending party's first right of refusal to provide child care and allow the other party to make other arrangements for childcare; upon the child(ren) reaching the age of 14 the right of refusal

should no longer apply unless a parent will not be personally with the children, overnight, for his/her parent-time;

31) Each party should permit and encourage the children to have liberal and uncensored/unmonitored communications with the other party during reasonable hours and for reasonable durations when they are in either parties' care in the form of telephone, texting/messaging, mail, and virtual contact if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the Court should decide whether the equipment for virtual parent-time is reasonably available; telephone and virtual contact should not be made at improper times, like bedtime or dinnertime or when the parent knows children are involved in a special activity; telephone and virtual contact should be for reasonable lengths of duration and be positive; neither parent should tell the children how sad he or she is or how much he or she misses the children; the children should not unreasonably call or communicate with the parent not exercising parenting-time; should a parent buy a cell phone for the children to use, the children should always be able to use this phone to contact that parent; either parent may restrict the phone's use to that purpose only, but the non-purchasing parent may not take the phone away completely;

32) Neither party should be blocked from any child's phone or other electronic devices, or social media or other internet accounts; both parties should have open access to check a child's phone, electronic devices, social media or any other internet accounts and content as desires, and each parent should have the child's username and password to

all such things; and these provisions should apply regardless of who purchases the phone and/or electronic devices, or pays for the service, or helped the child set up the account;

33) Unless otherwise agreed to in writing the parties should not post pictures on social media with the children's faces exposed in the picture.

34) The parties should give special consideration to the other to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies and other significant events in the children's lives or in the life of either parent which may inadvertently conflict with the other parent's time with the children provided that make-up parent-time should be given to the other party if such would interfere with the other party's awarded parent-time when the parties' residences are more than 150 miles apart;

35) The parties should be supportive of the children spending meaningful time with both parents according to the court-ordered parent-time schedule and to enforce, encourage and support said schedule; if a child expresses a strong desire to skip a time-sharing opportunity, that child and the exercising parent involved should work through the issue in a one-on-one manner without interference of the other parent;

36) Each party should provide all surrogate care providers with the name, current address, and telephone number of the other party and should provide the other party with the name, current address, and telephone number of all surrogate care providers unless the Court for good cause orders otherwise;

37) Each party should be restrained and protect the children from exposure to inappropriate sexual material, inappropriate un-rated movies, and inappropriate video and

computer games, the use of illicit drugs and abuse of prescribed drugs, excessive alcohol use, the use of tobacco, vaping, juuling, electronic cigarettes, and the use of other electronic nicotine delivery systems or ends, and smoking any kind of substance, where such influences are not in the best interest of the children;

38) Neither parent shall introduce any new romantic partner or intended to be at some point, nor permit any such individual to have contact with the children in any capacity until the parent and individual have been in a exclusive, committed, romantic relationship for no less than three (3) months. The start of the three (3) months will be at the time the parent of the romantic partner has expressed to the other parent that they and their romantic partner are committed in writing (i.e. email). In addition, before any introduction to the children, the other parent must first be given the opportunity to meet the romantic partner in a neutral location if they so desire.

39) Neither party should have overnight guests of the opposite sex while exercising parent-time with the children unless the guest is a relative or a spouse (not specifically excluded by the Court) or until September of 2028;

40) The parties should be courteous and respectful during parent-time exchanges; the parties should discuss any financial issue or other significant issues at another time away from the children;

41) The parties should each have the responsibility during their own parenting times to ensure the children's basic hygiene and cleanliness — including coming to and from exchanges in clean clothing;

42) For emergency purposes, whenever children travel for purposes of a vacation with either party, all of the following should be provided to the other party: (a) an itinerary of travel dates; (b) destinations; (c) places where the children or the traveling party can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location;

43) The parties should not schedule or promote an activity that falls on the other party's parent-time without first obtaining permission from that other party in writing; If there is an activity that a party would like a child to attend, but that falls on the other party's time, the requesting party should discuss the event with the other parent before doing so with the child; The requesting party should abide by the other parent's decision and will not attempt to sway the other parent through the child; Of course a child is free to express interest in any activity, to either parent, at any time; Neither parent will attempt to restrain or control the activities of a child on the other party's time, nevertheless, all activities for the children should be consistent with the age and physical and mental development of the children;

44) Neither parent should enroll the children in any extracurricular activity that has expected involvement by the other parent without the other parent's prior consent; Involvement by the other parent could include sharing costs, transportation of the children to the activity or interference with scheduled parent-time; If a parent wishes to enroll the children in an activity that will not require involvement of the other parent, then that parent may do so understanding that they would not be able to anticipate the

other parent's cooperation either with respect to sharing of the costs, transporting the children to the activity or interference with parent-time schedules;

45) The parties should comply with and abide by the following rights of a child:

- a) A child has the right to love and be loved by both parents without feeling guilt or disapproval;
- b) A child has the right to be protected from the parents' anger toward each other;
- c) A child has the right to be kept out of the middle of the parents' conflict, including the right not to pick sides, carry messages, or hear complaints about the other parent;
- d) A child has the right not to have to choose one parent over the other;
- e) A child has the right to be free of the burden and responsibility of a parent's emotional problems;
- f) A child has the right to know well in advance about important changes that will affect his or her life; for example, when a child's parent is going to move or get remarried;
- g) A child has the right to reasonable financial support during their childhood;
- h) A child has the right to have and express feelings to have both parents listen and appreciate such;
- i) A child has the right to a life that is as close as possible to what it would have been if the parents stayed together, and
- j) A child has the right to be a child. The oldest child should not be placed in a position of responsibility over the younger two until the oldest is at least 14 years old.

46) Any parental duties or rights not specifically addressed in this plan should be discussed and mutually decided by both parents; and

47) Decision Making: In the absence of an emergency involving a clear and present danger to the physical, mental, moral, or emotional health of the children, and except for those matters related to financial support and interference with parent-time, if there should ever be a disagreement between the parties regarding the time sharing arrangements, the children's care, the roles and responsibilities that the parties may have as it relates to the children, or to any matters addressed in this parenting plan, the parties should submit to a dispute resolution process as follows:

a) The parties should first make a good faith attempt to solve the problem on their own before resorting to any other process; if necessary, they should meet with counselors, or other experts in the area of disagreement (e.g. neutral medical providers on a disagreement regarding medical treatment); if all this should fail, the parties should attend a co-parenting therapy to help resolve the issue. Notwithstanding the aforementioned, if a party has failed to comply with the dispute resolution process, such failure should not prevent the other party from bringing the dispute to the Court for a final decision. Moreover, if the Court finds that a parent has used or frustrated the dispute resolution process without good reason, the Court may award attorney fees and financial sanctions to the prevailing party.

b) Therapy: The parties agree the child(ren) should attend therapy. If the parties agree the child(ren) does not need therapy the child may stop therapy. The parties will agree upon a female AFCC approved therapist. If the parties cannot agree on a therapist,

then Petitioner may present three female AFCC therapist from which Respondent may choose one. This should be done within 2 weeks of the signing of this agreement.

c) Church Attendance and Ordinances:

i) The parties agree that Jared can take the children to church each week. At the time parent-time changes in the future to the 50/50 schedule Jared will still be able to take the children to church each week.

(1) Upon the children reaching the age of 12 years old, the children, each of them individually, can choose whether or not to attend church services and/or activities.

ii) The parties agree that at the appropriate age the child(ren) can be baptized into The Church of Jesus Christ of Latter-Day Saints. Unless otherwise agreed the appropriate age will be considered eight (8) years old.

d) In any dispute resolution process, deference should be given to the provisions of this Parenting Plan. A written record should be prepared of any agreement reached in counseling or mediation and provided to each party. The Court should have the right of review from the dispute resolution process.

48) Unless mutually agreed upon by the parties the children should not have sleepovers at other peoples homes (other than family) until they are 11 years old.

49) Parent-time. Until September of 2028 the parties should be awarded parent-time using a “6/8” schedule as follows:

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

- i. The parties should exchange the minor child at the time the minor child's school begins or at 9:00 a.m. if school is not in session. The children will be returned to Petitioner right after church during day's that may be her's.
 - ii. If church on Sunday begins at 9:00 a.m. then Mom will have the children ready to be picked up at 8:30 a.m.
 - iii. For the Wednesday exchange, Dad will ensure the oldest child is to get the oldest child to school on time and will be allowed to keep the younger two children until 1:00 pm or until Mom is done with work, whichever is later.
- c. Beginning September 1, 2028 the parties will automatically begin a 50/50 equal parent-time schedule. The parties, at that time will mutually agree on a new schedule, if they cannot agree then Dad will have the children overnight Saturday of "Week 1".
- d. Holiday/extended parent-time. The parties should be awarded holiday and extended parent-time as outlined in Utah Code §81-9-302. The Respondent should be the non-custodial parent for the purpose of interpreting the holiday calendar only.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
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 child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Odd years	Even years

	(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
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 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 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 parent can be with the minor 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 at 7 p.m. on Memorial Day.	Even years	Odd years
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 granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday 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 granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
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 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 at 7 p.m. on Labor Day.	Odd years	Even years
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 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.	Even years	Odd years

	(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 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 on 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 Child'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 Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

e. Transportation. Pursuant to Utah Code §81-9-202(5) the parties should equally divide the transportation between them as follows: each party should retrieve the minor child from the other parties' residence or reasonably designated location, unless otherwise agreed by both parties.

f. Relocation Pursuant to Utah Code §81-9-209, if either party relocates more than 150 miles away from their current residence then the relocating party should comply therewith.

4. CHILD SUPPORT:

a. Petitioner is employed and earns \$7,367. Respondent is employed and earns \$4,910. Based upon a joint custody child support worksheet the amount of child support indicated by the ORS calculator would be \$113 per month. Because the parties agree to share in all educational school fees and expenses and because parent-time will automatically adjust to 50/50 equal time in a relative short period of time the parties agree that there should be no exchange of child support. The parties represent they are both adequately employed and the payment of the above indicated child support amount is not necessary to ensure the children are properly and well provided for.

5. HEALTH INSURANCE:

a. Code. Pursuant to Utah Code §81-6-208, the parties should maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment.

b. Apportionment of Medical Insurance Premium. Each party should pay one-half (½) of the minor child's portion of the medical, dental, and vision insurance premium.

i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.

ii. The party with insurance should provide verification of coverage to the other party and to the Office of Recovery Services upon both the

initial enrollment of any child, and annually on or before January 2nd of each year. The party should notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.

c. Out-of-Pocket Costs. Each party should pay one-half (½) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.

d. Reimbursement. The party who incurs health care expenses should provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party should reimburse their one-half (½) within thirty (30) days of receipt of the verification.

e. Compliance. The party 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 the party incurring the expenses fails to comply with this section.

f. Double Coverage. Pursuant to Utah Code §81-6-208(7)(c) if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Petitioner should be primary coverage for the dependent child and the

health, hospital, or dental insurance plan of the Respondent should be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party should pay a portion of the other party's premium—regardless of any disparity in the premium cost.

6. CHILDCARE: Pursuant to Utah Code §81-6-209 the parties should equally share any out-of-pocket childcare costs incurred solely for the purpose of the parties' working or attending school.

a. Pursuant to Utah Code §81-6-209 if an actual expense for childcare is incurred, a parent should begin paying his or her share on a monthly basis immediately upon: 1) presentation of reasonable but verifiable proof of the out-of-pocket child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.

b. The parent incurring the childcare expense should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The custodial parent should notify the

other parent of any change in provider or expense within thirty (30) calendar days of the change.

c. The custodial 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 this section.

d. EXTRACURRICULARS AND SCHOOL FEES:

e. The parties should split equally all costs for any agreed upon in writing extracurricular activities.

f. The parties should split equally all school fees, including school lunches.

7. INCOME TAX DEDUCTIONS:

a. The parties will file a joint tax return for the 2025 tax year. Any tax owed will be shared by the parties. Any refund actually received will be applied to marital debt as provided for in paragraph 11 herein.

b. Petitioner should claim B.B. every odd year and Respondent should claim K.B. in every even year.

c. The parties will alternate claiming A.B. each year. With Respondent claiming A.B. for the 2026 tax year.

d. Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

e. REAL PROPERTY:

f. During the course of the marriage the parties acquired a home and real property at 290 Colonial Ave, Layton, Utah 84041. The property was sold, by agreement of the parties, during the pendency of this case.

8. PERSONAL PROPERTY:

a. Petitioner should be awarded the personal property currently in her possession, as well as the 2020 Honda Pilot and will be obligated to the debt thereon.

b. Respondent should be awarded the personal property currently in his possession as well as the 2016 Honda Civic and will be obligated to the debt thereon.

c. All other marital property should be equitably divided between the parties as they agree. If the parties are unable to agree to further distribution, then the parties should mediate any dispute thereto prior to bringing the action before the Court.

9. TERMINATION OF ESTATE PLANNING DOCUMENTS: Any all estate planning documents, including wills, trusts, powers of attorney, etc. are all fully and completely revoked.

10. DEBTS:

a. Each party should be responsible for any and all debt in their name or incurred in their individual capacity from September 30, 2025, in addition to the following:

- b.** The Petitioner should assume the debt of her student loans and her vehicle.
- c.** The Respondent should assume the debt of his student loans and his vehicle.
- d.** The parties agree that the marital debt shall be paid as follows:
 - i. The date for which debt will be considered “marital” is any debt due and owing as of September 31, 2025;
 - ii. The remaining \$14,000 (approx.) received from the sale of the marital home shall be fully applied to marital debts;
 - iii. In lieu of Respondent directly liquidating his 401(k) or other qualified retirement account and incurring the associated early-withdrawal penalty and tax consequences, the parties agree that a portion of Respondent’s 401(k) and/or other qualified retirement plan shall be assigned to Petitioner by way of a Qualified Domestic Relations Order (“QDRO”). The amount assigned by QDRO shall be equal to the amount necessary to satisfy the marital debts identified herein after application of the home-sale proceeds, plus an additional amount equal to twenty-two percent (22%) of that sum as a tax gross-up to account for Petitioner’s anticipated income-tax liability associated with receipt of a cash distribution pursuant to the QDRO. Petitioner shall be solely responsible for any actual income-tax liability arising from the QDRO distribution, and no later true-up or

reconciliation of actual tax liability shall be required unless otherwise expressly agreed in writing by the parties. The parties shall execute all documents and cooperate in good faith to obtain entry of any QDRO necessary to carry out this provision, including use of plan-required language if necessary;

- iv. The joint Prime Visa debt (Approx. \$7,646.35) will be paid first.
- v. Once that debt has been paid the Chase Freedom debt will be paid, the amount due and owing considered marital is \$2,569.35 (\$13,000 received as joint tax refund on the parties 2025 taxes, that amount was paid by agreement of the parties on April 6, 2026 towards this debt, the balance reflects the due and owing balance after that payment was applied).
- vi. After paying the Chase Freedom debt the Mountain America Credit Union (Acct. no. xxx6664) debt will be paid first, once that debt has been paid the Respondent will be entitled to keep that account for his sole and separate use, the amount due and owing considered marital is \$26,884.96;
- vii. After paying the Mountain America Credit Union debt the Synchrony Whipple Service Champions debt will be paid, amount due and owing considered marital is \$7,873.08.

- viii. Respondent will be the party responsible for submitting the payments;
 - ix. Respondent agrees to pay half of Kora's surgery bill;
 - x. If, after application of the home-sale proceeds and the QDRO funds described herein, marital debt remains owing, Petitioner shall be responsible for the first \$5,000.00 of such remaining marital debt as her sole and separate obligation. Any additional marital debt remaining thereafter shall be divided equally between the parties.
 - xi. If the amount distributed to Petitioner pursuant to the QDRO, together with the home-sale proceeds, exceeds the amount necessary to satisfy the marital debts identified herein, Petitioner shall promptly remit any unused portion of the QDRO distribution to Respondent within ten (10) days after all such marital debts have been paid in full, unless otherwise agreed in writing by the parties.
- e.** The balances reflected above represent the approximate amounts due and owing as of the date of this agreement, the parties will joint be obligated to the payment of future interest accrual on those balances until paid in full.
- f.** Each of the parties should be ordered to assume, pay and discharge any individual debts and obligations which he or she may have and to indemnify and hold the other party harmless from all loss, liability or expense which he or she may incur in the event he or she fails to do so.

11. ALIMONY: That no alimony should be awarded to either party whether past, present or future.

12. RETIREMENT BENEFITS: The parties agree that Respondent's 401(k) and/or other qualified retirement plan shall not be directly liquidated by Respondent for purposes of paying marital debt. Instead, the parties shall cooperate in the preparation, submission, and entry of a Qualified Domestic Relations Order assigning to Petitioner the amount set forth in Paragraph d(iii). The parties acknowledge that any cash distribution received by Petitioner pursuant to a valid QDRO may be taxable as income to Petitioner, but is intended to avoid the 10% early-withdrawal penalty that would otherwise apply if Respondent were to withdraw the funds directly. Except for the QDRO distribution set forth herein and the offset described below, each party waives any right, title, claim, or interest in and to the other party's retirement accounts, pensions, or retirement benefits. Respondent is awarded \$2,500.00 as an offset against his interest in Petitioner's retirement account(s). Except as expressly provided herein, each party shall retain his or her own retirement accounts and retirement benefits free and clear of any claim by the other

13. MAIDEN NAME: That Petitioner should be restored to her maiden name of ***Low***, if she so desires.

14. ATTORNEYS FEES:

- a.** That each party should pay their own attorney fees and court costs.

b. That if either party defaults in his or her obligation hereunder, or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

15. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

a. Each party should immediately deliver all property awarded to the other party in their possession, and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the orders of this Decree of Divorce.

b. Each party should immediately notify their respective creditors of the terms of the Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.

Unless otherwise agreed the foregoing should be completed within sixty (60) days of the entry of the Decree of Divorce.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Alexandra Paschal
Alexandra Paschal
Attorney for Petitioner

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED June 17, 2026.

RICHARDS & RICHARDS LAW FIRM,

/s/Jaime G. Richards
Jaime G. Richards
Attorney for Respondent.

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Alexandra Paschal
ally@utahdivorce.com

☐ U.S. Mail
☒ E-Mail
☐ Hand delivery
☒ E-Filed

The foregoing was performed on June 17, 2026.

/s/ Taeler Love
Paralegal