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**IN THE SECOND JUDICIAL DISTRICT COURT-FARMINTON
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

MORGAN DALE KEEL,

Petitioner

and

JULIANNE MAXINE TYNSKY KEEL,

Respondent

DECREE OF DIVORCE

Civil No. 264700070

Judge Blaine Rawson

Commissioner Julie Winkler

This matter comes before the Court for final entry of a Decree of Divorce. The Petitioner, Morgan Dale Keel("Morgan") and Respondent, Julianne Maxine Tynsky Keel ("Julianne"), have submitted a fully executed Stipulation and Settlement Agreement (the "Stipulation") which has been accepted by the Court. All supporting documents having been submitted and the court being fully apprised in the premises and the law, and the Court having heretofore made and entered its Findings of Fact and

Conclusions of Law, does herewith ORDER, ADJUDGE AND DECREE AS FOLLOWS:

Parties, Children, Jurisdiction and Venue

1. The parties are bona fide and actual residents of Davis County, State of Utah, and were such for at least ninety (90) days immediately prior to the commencement of this action.
2. Petitioner and Respondent are husband and wife, having been married in Duchesne County, State of Utah on August 4, 2018.
3. The parties have two (2) minor children born to the parties during the court of their marriage, to wit: C.D.K., born October 2021, and B.P.K., born October 2023, and no other children are expected as issue of this marriage.
4. Jurisdiction is proper in this court pursuant to Utah Code Ann. §78A-5-102 and §81-4-402.
5. **Children - Rule 100.** Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §81-11-101 et seq. and The Uniform Interstate Family Support Act, Utah Code Ann. §81-8-101 et seq., the Respondent states upon information and belief that:
 - a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children

which have been filed, or are pending, or have been completed with an order.

b. The Parties are unaware of any other criminal, delinquency, or protective order cases involving a party or the parties' children.

c. The Parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor children and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the children.

6. Venue is proper in this court pursuant to Utah Code Ann §78B-3a-201.

Grant of Divorce

7. The Court hereby enters a decree of divorce based on irreconcilable difference pursuant to Utah Code §81-4-405(1)(h) which have rendered continuation of the marriage impossible.

PHYSICAL CUSTODY AND PARENT-TIME

8. *Regular Parent Time.* The Parties are awarded joint physical custody with the Petitioner being awarded parent time pursuant to Utah Code Ann. §81-9-305 as follows:

a. Morgan shall have overnight parent time on Mondays and Tuesdays.

- b. Julianne shall have overnight parent time on Wednesdays and Thursdays.
- c. The parties shall alternate weekends Friday through Monday morning; with Morgan's weekend beginning April 24th, 2026.
 - i. Between now and July 3, 2026, the parties shall be flexible and make even trades of their designated weekdays and weekends set forth above based on Julianne's work schedule which had previously been set.
 - ii. For May 2026 only, Morgan will have May 15-18th and Julianne will have the weekend of Memorial Day and the weekend after (May 29-31st).

9. Holidays. If the Parties cannot agree on a holiday schedule, the default holiday parent-time schedule found in Utah Code Ann. §81-9-302, as amended, and pursuant to the following table:

	Holiday	Holiday Time Period	Years Julianne is Granted Holiday	Years Morgan is Granted Holiday
	Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for	Odd years	Even years

		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.		
	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: (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.	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	All years
	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	All years
	Independence Day	(1) Holiday begins on July 4	Odd years	Even years

	nce Day	3rd at 6 p.m. (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 years	Odd years
	Labor 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: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
	Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering 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.	Odd years	Even years
	Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated	Even years -	Odd years -

		in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
	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: (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.	Even years	Odd years
	Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
	Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon	Even years	Odd years

	Half)	delivering the minor child to school on the day that school resumes after the winter break.		
	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

10. *Extended Summer Parent Time.* Each year a parent may designate two consecutive weeks to exercise uninterrupted parent time during the summer when school is not in session. In even years, Morgan shall make his designation by May 1st, and Julianne shall make her designation by May 15th. In odd years, Julianne shall make her designation by May 1st, and Morgan shall make his designation by May 15th. If a parent fails to provide notification within the time periods, 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, the first parent to provide notice may determine the schedule for summer break. For the summer of 2026; Morgan will have until June 1st to make his election, and Julianne will have until June 15th. As the children are not in school, extended parent time is not limited to the summer break.

11. *Precedence of Parent Time.* 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 the minor child's birthday, unless a parent is exercising uninterrupted extended parent time under Paragraph 10 and takes the minor child away from the parent's residence during the uninterrupted extended parent time;
- c. The holiday schedule for any holiday listed above that is not Father's Day, Mother's Day, or the child's birthday;
 - i. A parent exercising parent time for the minor child's birthday may bring the other siblings along for the minor child's birthday.
- d. Extended parent time under Paragraph 10; and
- e. The schedule for weekday or weekend parent time.

12. *Transportation.* All parent time exchanges and transportation for parent time exchanges shall be as agreed upon by the parties, and if no agreement it will be as follows:

a. Each party is responsible for transporting the children to and from school / daycare during their parent time and is responsible for the children's timely arrival to and pick-up from school.

b. If school is in session, the parent who is exercising their parent time period with the child is responsible to take the child to school in the morning at the conclusion of their last overnight parent time, and the parent who is commencing their parent time period with the child, is responsible to pick the child up from school in the afternoon of that same day in order to commence their parent time period.

c. All parent time exchanges will take place at school, when possible. Any parent time exchange which does not take place at school, shall be as follows:

i. The parent who is beginning their time with the child shall pick up the child from the other parent at 9:00 a.m. unless otherwise specified by the parties due to work schedules, etc.

ii. Child exchanges shall be conducted curbside at the Parties' homes unless otherwise agreed to in advance by the Parties. Once the children are of an

appropriate age, the children shall walk independently from house to vehicle with the parents staying in home and vehicle when this is possible and feasible. While they are younger, the parent picking them up can meet them at the door of the other parent's residence.

iii. Both parents shall be polite and cordial and behave maturely during exchanges of the children.

d. A stepparent, grandparent, or other responsible adult designated by the parent who is exercising parent time, may pick up the children for that parent's parent time if the other parent is aware of the identity of the individual and the parent who is exercising their parent time will be with the child by 7 p.m.

13. ***Relocation.*** The parties shall follow the notice requirements found in Utah Code Ann. §81-9-209 in the event of an intended relocation wherein the parties are more than 35 minutes or more from the residence of the other parent, then the parties shall reconfigure parent time.

a. Notwithstanding the foregoing, in the event of an intended relocation by either parent that would make the joint custody schedule unworkable, the relocating parent shall

be required to file a petition to modify the parties' custody order and obtain permission from the Court to relocate with the child prior to relocating.

LEGAL CUSTODY AND PARENTING PLAN

14. The Parties are awarded joint legal custody, subject to the following Parenting Plan:

Decisions Regarding Raising the Child

15. The Parties shall discuss with each other major decisions involving the children's health and medical care, education, and religious participation, and attempt to come to an agreement. The parties shall consult with and share information from any subject matter experts, professionals who are knowledgeable about the issue, or who have a substantial connection to the children. After having obtained and exchanged all of the relevant information and received the opinion of any relevant subject matter experts, if the Parties are unable to agree, the Parties shall attend mediation with each party paying an equal share of the mediator's fee; except for health care decisions in which case, they will defer to the doctor. If the Parties are still unable to agree after mediation, either party may file a motion, pursuant to Rule 101 of the Utah Rules of Civil Procedure to request that the court make the decision in the child's best interest.

16. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the child is residing at the time.

17. Each parent shall have the right to make emergency medical decisions without consultation with the other parent and shall immediately inform the other parent of said emergency. Emergency medical decisions are those that are life threatening to the child(ren).

Education Plan

18. The children shall attend school in the district where Julianne resides so long as she resides between Clearfield and West Valley City.

19. Both parties shall be listed for any emails given by teachers or respective school administrators. Both parties will take the initiative to register for any online portal to access the children's information so neither parent will have to provide information that they can otherwise access themselves.

Parent-Time Exchanges

20. If school is in session, the parent who is exercising their parent time period with the children shall be responsible to take the children to school in the morning at the conclusion of their last overnight parent time, and the parent who is commencing their parent time period with the children, shall be responsible to pick the children up

from school in the afternoon of that same day in order to commence their parent time period.

21. Each party shall be responsible for transporting the children to and from school during their parent time and is responsible for the children's timely arrival to and pick-up from school.

22. If school is not in session, the parent time exchange shall take place at a mutually agreed upon time. If the parties are unable to agree, then the exchange shall take place at 9:00 a.m., with the parent who is commencing their parent time with the child being responsible to pick the child up from the parent whose parent time period is ending.

23. All parent time exchanges shall take place at school whenever possible. Any parent time exchanges which do not take place at school shall take place at the parties' residences curbside. In connection with this, the parent who is in the vehicle (and any third party accompanying that parent) shall remain in the vehicle, and the parent who is in the residence (and any third party at the residence) shall remain in the residence. The children shall walk independently and unaccompanied between the vehicle and the residence. Until the children are of an appropriate age, the parent picking the children up can meet the other parent at the door to their residence.

24. A stepparent, grandparent, or other responsible adult designated by the parent who is exercising parent time, may pick up the children for that parent's parent-time if the other parent is aware of the identity of the individual and the parent who is exercising their parent time will be with the child by 7:00 p.m.

25. Both parents shall be polite and cordial and behave maturely during exchanges of the children. There shall be no conflict or discussions that may lead to conflict during the exchange.

26. The parents shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the child to spend time with the other parent.

Virtual Parent-Time

27. Both parents shall allow liberal telephone and other virtual communication (e.g. FaceTime, etc.) with the other parent and shall encourage the children to call the other parent.

28. Each parent shall allow the minor children to contact the other parent at any time the minor children desire to have telephone or virtual contact.

29. Each party shall have the right to contact the children at reasonable times and for reasonable durations (based upon the child's age, maturity, interests, schedule, etc. to participate).

30. These calls shall not be unreasonably denied by the parent who has the children, as long they do not conflict with existing plans or scheduled events or unduly interfere with the children's customary routine.

Communication Between Parties

31. Any and all coparenting communication and information shall be in writing via Our Family Wizard ("the App"), unless there is an emergency or time necessitates. Communication will be peaceful, civil, and non-abusive. The parties shall each be responsible for their own cost and shall obtain the App within 30 days of entry of the Decree of Divorce.

32. Neither party shall ask or attempt in any way to have the children transfer messages between the Parties, whether verbal or written. The Parties shall contact each other directly via the App to discuss child-related issues between themselves and shall not involve the children.

33. Communication shall be between the Parties and not through third parties unless both Parties mutually agree otherwise. A stepparent or significant other's role is to support the parent, not supplant the parent.

Respect And Cooperation

34. Both Parties recognize that the best interests of the children require the Parties to cooperate and treat each other with dignity and respect, especially in the presence of the children. Both parents shall use their best efforts to foster the development and maintenance of positive relationships with the children by encouraging affection and promoting respect and good feelings toward the other parent. In addition:

- a. Neither party shall attempt to harm or alienate the relationship the other parent has with the children in any form. Neither parent shall make or allow another person or agent within their control or influence to make any disparaging comments about the other person or the other person's spouse or significant other in the presence of or within earshot of the children, including making posts on social media.
- b. The parents shall cooperate and include each other as to their children's day care, health care, schooling, religious activities, organized sports, and other special activities and shall notify each other via the App in advance of their children's regular activities so that they may participate; and

c. The parents shall not involve the children in disputes or disagreements that may arise between each other, but they may jointly discuss issues with their children to obtain their input.

35. Both parents shall be concerned for the best interest and well-being of the children; therefore, both parents shall be governed by the following principles:

a. The Parties shall have a co-parenting relationship that is built on trust and respect;

b. The Parties should establish and maintain parental communication with each other to ensure that the other parent is informed about the children's needs;

c. The Parties shall support each other in their respective parenting roles and shall use positive words about the other parent and the other parent's partner or spouse to the children, and shall be restrained from saying anything negative about the other parent, for the purpose of the children developing good self-esteem;

d. The Parties shall listen to each other and do their best to understand the other's point of view;

- e. The Parties shall make all attempts to resolve all conflict between them and shall utilize experts to assist them in this endeavor, if they are unsuccessful personally;
- f. The Parties shall solve problems and make joint decisions by working through their decision-making procedure which is described herein;
- g. The Parties shall work together to improve their parenting skills and to share their ideas;
- h. The Parties shall live by the golden rule that they shall treat each other as they would like to be treated;
- i. The Parties shall start over and recommit to this Parenting Plan when one or both of them steps outside of this plan and forgets about a commitment made in this plan; and
- j. The Parties shall see the other parent as a resource, consultant, and ally; The Parties shall effectively work together as co-parents to promote the best interest of the children;
- k. The parties shall not introduce any significant other to the children or have a romantic interest spend the night during parent time or be left alone with the children until they have been involved in a serious, exclusive

relationship for at least 6 months and the other party has met this person. Parties shall notify the other party when they plan on introducing any significant other or romantic interest to the children ahead of time.

Contact Information

36. Each party shall keep the other informed as to changes in residential addresses; home, work, and cell phone numbers; email addresses, and any other important contact information, including how to be reached in the event of an emergency, within 24 hours of any change.

37. Each parent shall provide all surrogate care providers with the name, current address and telephone number of the other parent; and provide the other parent with the name, current address, and telephone number of the of all surrogate care providers.

Extended Overnight Trips

38. Pursuant to Utah Code §81-9-202(19), for emergency purposes, whenever a child travels overnight or out of state with either parent, all of the following shall be provided to the other parent prior to travel: (1) an itinerary of travel dates, flights, etc.; (2) destinations; (3) places where the child or traveling parent can

be reached; (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

39. The parties shall cooperate in obtaining and/or renewing the children's passport with each paying half. The parties will alternate years in which they will hold the passports. Julianne shall hold the passports in even years and Morgan shall hold them in odd years. The party that has the passports will provide them to the other at least 14 days prior to the party's trip and such will be returned to them within 7 days of returning. Morgan shall return the original passports and social security cards to Julianne the next time he returns from his mother's home. Morgan shall have copies of the social security cards. If the passports are lost, the party that loses them shall pay for them to be replaced.

Activities, Events and Information

40. Both Parties shall be entitled to participate in all social and school functions their children attend. Each party shall be entitled to know about all important events in the children's lives, including the right to have relationships with and access to third parties and information having to do with the children. This shall include health care providers and educators as well as medical and school records. This information shall be calendared and shared via the App

Surrogate Care

41. Direct care by either parent as opposed to surrogate care (by relatives or unrelated babysitters) shall be presumed to be in the children's best interest. As such each party shall be awarded the right of first refusal such that if one party cannot be present with the child during their respective parent time for an overnight period or more, then that parent must offer that time to the other parent prior to seeking surrogate care.

42. Julianne's mother shall not be left alone with the children for an overnight period of time and any other surrogate care she may provide shall occur in Julianne's residence.

43. The parties shall inform one another of the surrogate provider, if any, during the parent time.

Relatives

44. Ongoing relationships between the child and relatives shall be encouraged and continued. Neither parent shall interfere with relationships or visits between the children and relatives, including cousins, aunts, uncles, and grandparents, arbitrarily, in bad faith, or without sufficient cause.

45. Each party shall make reasonable efforts for the minor children to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably

withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies).

Adjustments or Modifications

46. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both Parties, notarized, and filed with the Court. Temporary or minor changes may be made whenever the Parties agree.

Failure to Comply

47. If a parent fails to comply with any of the provisions set forth above under this Parenting Plan, the other parent's obligations under said section shall not be affected.

[End Parenting Plan.]

CHILD SUPPORT

48. Child Support shall be calculated according to Utah Code Ann. §81-6-201 et seq. Julianne's gross monthly income is \$6,330 per month. Morgan's gross monthly income is \$6,067 per month. Julianne has 182 overnights, and Morgan has 183 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Julianne's child support obligation is \$39.00 per month which is de *minimus* given the parties' incomes, sharing of equal time, and other children related expenses, as such there is

good cause for a down deviation to \$0 and a stay of child support such that neither party pays the other unless there is a substantial change in circumstances at which point this provision may be revisited.

- a. *Payment.* 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.
- b. *Duration.* Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §81-6-213 et seq.
- c. *Income Withholding.* In order to collect child support, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §62A-11-401, et seq. and 62A-11-501, et seq. Said income withholding procedure shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O.

Bos 45011, Salt Lake City, Utah 84145-001 until such time as the obligor party no longer owes child support to the obligee party. Shall the obligee parent elect this income withholding procedure any administrative fees shall be assessed according to the statute.

Extracurricular Activity and School Fees

49. Each party shall pay one-half of any and all reasonable extra-curricular/school activity expenses for the children which are agreed upon in writing. In the event that a party desires to have a child participate in an extracurricular activity that the other party refuses to agree to, that party may still enroll the child in the activity, as long as that party pays for the activity and the activity does not interfere with the other party's parent-time. A party shall not unreasonably withhold agreement. Presently, the agreed activities are soccer and T-Ball.

50. The parties shall share equally all mandatory school fees and the cost of school lunch, including but not limited to, uniforms, lab fees, class fees, instrument rentals, activities chosen from school for the minor children.

51. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity or school out-of-pocket costs will submit to the other party verification

of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. The parties shall utilize the App expense tracking to notify and verify proof of cost and payment and will reconcile with payment on the 5th of each month for the expenses incurred and paid for the month prior.

Child Care Expenses

52. The parties shall equally share any out-of-pocket childcare costs incurred solely for the purpose of either party working. This will not apply if a parent is available without charge and the parent chooses to use surrogate care, then that parent will be solely responsible for payment of those daycare expenses on their own time.

53. If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of reasonable but verifiable proof of the out-of-pocket childcare expense.

54. The parent incurring the childcare expense shall provide written verification of the cost and identity of a provider to the other parent upon initial engagement of a provider. Neither party will unilaterally make a substantial change to the current care

provider situation. They would have to mutually agree to any change.

55. The 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.

Health Insurance and Medical/Dental Expenses

56. In the event either party currently has now, or has in the future, health insurance available to them through their place of employment or through some other source at a reasonable rate, whichever party is able to obtain health insurance at a reasonable cost for the child shall be required to obtain such insurance for the benefit of the minor child. If only one party maintains insurance for the child, the party who is able to obtain the best coverage at the lowest cost shall be required to obtain the insurance, with contributions from the other party as set forth below. Health insurance shall include an obligation to carry dental insurance if it is available on the same basis.

57. The Parties shall share equally the child's portion of the out-of-pocket costs of the health/dental insurance premium actually paid by a party. However, for so long as Julianne is in this same employment, she will be 100% responsible for the children's

premiums as an offset from the child support above. If Julianne changes employment, medical insurance and child support can be reevaluated.

58. The child's portion of the health/dental insurance premium is a per capita share of the premium actually paid. The premium expenses for the child 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 in this case who are covered by such a policy.

59. If, at any point in time, the dependent children covered by the health or dental insurance plans of both parents, the health or dental insurance plan of Julianne shall be primary coverage for the dependent child, and the health or dental insurance plan of Morgan shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health or dental insurance plan but are by a step-parent's plan, the health or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

60. Double coverage shall not in any event be required unless it results in a financial benefit to both Parties.

61. If the children are covered by health insurance plans for both parents, then each parent shall be responsible for the children's portion of the premiums for their respective policies.

62. Both parents should provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, optical and mental health expenses incurred for the dependent child, including deductibles and copayments.

63. The parent who incurs necessary medical expenses should provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208. The other parent should then reimburse the parent incurring the expense within thirty (30) days after receiving the verification.

64. The parent who incurs medical expenses may be denied the right to receive credit for the expenses, or to recover the other parent's share of the expenses, if that parent fails to provide written verification of the cost and payment of medical expenses within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208.

65. The Parties should cooperate in exchanging all claim forms and statements in order to coordinate the payment of all

medical and dental expenses, as set forth in Utah Code Ann. §81-6-208.

66. The requirement for either parent to maintain health and dental insurance, and/or to pay any non-covered medical and dental expenses should remain in effect for a child only as long as the child is of the age that he or she would be entitled to receive child support.

67. The parent who maintains health insurance should provide verification of coverage to the other parent, upon initial enrollment of the dependent children, and thereafter, on or before January 2nd of each calendar year or the month after the annual enrollment occurs as set forth in Utah Code Ann. §81-6-208.

Taxes

68. The parties shall file married joint for the 2025 tax year, and Julianne is awarded 100% of the refund.

69. Commencing with the 2026 tax year, the Parties shall claim the children for income tax purposes as follows:

- a. For as long as there are two children eligible to be claimed for tax purposes, Julianne shall claim B.K. and Morgan shall claim C.K. each year.
- b. As soon as there is only one child eligible to be claimed for tax purposes, the parties will alternate

claiming the child, with Julianne claiming the child in even years and Morgan claiming the child in odd years.

70. Pursuant to Utah Code Ann. §81-6-210, a party's right to claim a child on taxes shall be based on the obligor parent being current in the payment of all child support and child-related expense obligations by December 31st of the tax year in question. If a party is not current, then the exemption shall be awarded to the other parent.

71. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the child he or she is entitled to claim pursuant to this paragraph.

MARITAL PROPERTY

Real Property

72. During the marriage, the parties acquired real property located at 2647 W. 3230 S., Syracuse, UT 84075 ("Home"). There is equity in the marital residence and said real property shall be disposed of in accordance with the following terms and conditions:

- a. Julianne will provide the name of three proposed realtors and Morgan will pick one of the three. The parties shall select a realtor within 14 days of signing the Stipulation. The parties will list the Home in the "as-is" condition within 45 days of the signing of the Stipulation.

- b. The parties shall follow the agent's advice with respect to staging the home, list price, and accepting and rejecting offers, and they will do so with all possible speed and diligence. All correspondence from the realtor will be responded within 48 hours and all documents signed within 48 hours.
- c. Unless the parties mutually agree upon otherwise in writing, the parties will accept any offer at, above or within 5% of asking price. To the extent there are competing offer, the parties will accept the best (highest) offer.
- d. The parties shall agree on any adjustment in the price, except both parties will effectuate any price adjustment recommended by the realtor and utilize best efforts in effecting the sale. Neither party shall do anything that would hinder, delay or prevent the timely sale of the home.
- e. The parties shall equally divide any equity or deficit resulting from the sale. The parties agree that the net proceeds from the sale of the Home shall be divided equally between the parties.

73. Until such time as the Home is sold, both parties may reside there and shall each pay 50% of the household bills. Should one party move out before the sale of the Home, then the remaining party will be solely responsible for the home bill pay.

Personal Property

74. *Personal Property*– Except as otherwise indicated hereinbelow, any personal property acquired during the marriage shall be divided equitably by the parties as they may agree. If there are 2 or more of a similar type of item, the parties will make sure that each get one. In the event of a disagreement, the parties shall return to mediation with each paying half the cost.

a. *Morgan will receive:*

- i. Freezer
- ii. Living Room TV
- iii. Guns and ammo
- iv. Tools and Yard maintenance items
- v. Master bedroom mattress and frame
- vi. Brielle's bedframe and mattress and TV
- vii. Cooper's dresser and organizing cube
- viii. Fancy kitchen knife
- ix. Bissell vacuum
- x. Ninja air fryer

- xi. Grill
- xii. Smoker
- xiii. Garage storage shelves
- xiv. 3D printer
- xv. 2 laptops
- xvi. Monitor
- xvii. Desk
- xviii. Dirtbike
- xix. Juicer
- xx. Both Dogs
- xxi. Ipad
- xxii. Cooper's electric bike

b. *Julianne will receive:*

- i. Washer/Dryer
- ii. Coffee bar
- iii. Couch and 2 rocking chairs
- iv. Master bedroom mobile base
- v. Brielle's dresser and organizing cube
- vi. Cooper's bedframe and mattress and TV
- vii. The grey bedframe in the garage
- viii. TV in master bedroom
- ix. KitchenAid

- x. Shark vacuum
- xi. Instapot and crockpot
- xii. Swing set and trampoline
- xiii. 1 laptop
- xiv. Adult Electric bike
- xv. Kids Jeep Wagon
- xvi. Picture frames
- xvii. Cricket and Christmas tree and ornaments

75. *Vehicles* – During the marriage, the Parties acquired certain vehicles which shall be divided as follows, including responsibility for any loans, insurance, taxes, and expenses associated therein:

- a. Julianne shall be awarded the 2015 Hyundai Sonata.
- b. Morgan shall be awarded his motorcycle; however, the amount withdrawn from his 401k to purchase the vehicle and any equity will be accounted for in the division.

76. *Retirement & Other Accounts*— During the course of the marriage, the Parties acquired interests in certain retirement and investment assets which shall be divided as follows:

- a. Morgan shall be awarded 100% of his retirement accounts (Inspira, BLY and Transamerica).

b. Morgan shall be awarded a final total sum of \$30,000 from Julianne's retirement account (University of Utah Hospitals and Clinics 403(b) account) which represents his equitable interest therein based on the global settlement terms contained herein. This will not include gains or losses. Morgan will be solely responsible for preparing the Qualified Domestic Relations Order and paying any and all costs associated with the transfer and division.

77. *Bank & Other Financial Accounts* - Each party shall be awarded their individual bank accounts in their own names. During divorce discussions, Morgan withdrew money from joint savings and checking accounts and Julianne waives any claim for reimbursement of said monies based on this global settlement agreement. The parties shall continue to share equally in the marital household bills until the time of sale. Within 30 days after the sale of the Home, the parties will divide any balances remaining in joint accounts equally and close said accounts.

Marital Debts, Obligations and Liabilities

78. The Parties shall each be responsible for any and all debts incurred individually in their own name, or since the date of the Petition for Divorce being filed.

79. Julianne shall indemnify and hold Morgan harmless on all debts and obligations Julianne is ordered to pay, and any such debts and obligations associated with any property awarded to her.

80. Morgan shall indemnify and hold Julianne harmless on all debts and obligations Morgan is ordered to pay, and any such debts and obligations associated with any property awarded to him.

81. Both Parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

82. Pursuant to U.C.A. §§15-4-6.5, 81-3-105 and 81-4-406(3) (b), the Parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Alimony

83. Both parties are capable of supporting themselves and as such no alimony shall be awarded one from the other, past, present and future, and forever waives any claim of alimony.

Attorney Fees

84. Each party shall bear their own costs of court and attorney fees incurred in connection with this proceeding.

85. If either party is found in contempt for violating a provision of the Decree of Divorce, that party shall be responsible

for a reasonable amount of attorney fees and court costs incurred by the prevailing party.

Duty To Sign Documents to Implement Decree of Divorce

86. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of the divorce decree, 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.

MUTUAL RESTRAINING ORDERS

87. Both parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts or other services.

88. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

89. Neither party shall distribute the other party's image or personal information.

90. Neither party shall disparage, defame, insult, demean, or harm the reputation of the other or their family members, to include posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

Maiden Name

91. Respondent may resume the use of her maiden or prior name, Julianne Tynsky, should she so choose.

*****END OF ORDER*****

PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL AND SIGNATURE OF THE COURT APPEARS AT TOP OF PAGE ONE OF THIS DOCUMENT.

APPROVED AS TO FORM AND CONTENT

/s/Danielle R. Crumb

Danielle R. Crumb

Attorney for Respondent

(Electronically signed by Brandon C. Bowen

With authorization from Danielle Crumb via

Email dated June 2, 2026)

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Decree of Divorce was [x] electronically mailed, and [] electronically filed on this 26th day of May 2026, to the following:

Danielle R. Crumb
Attorney for Petitioner

danielle@utahlawpro.com

/s/ Brandon C. Bowen