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

In the Matter of the Marriage of:

STACY ANDERSON,
Petitioner,

and

DANE ALEXANDER ANDERSON,
Respondent.

DECREE OF DIVORCE

Case No. 254700777
Judge: Honorable Michael Edwards
Commissioner: Julie Winkler

This matter came before the court by way of stipulation. Pursuant to the Stipulation and Settlement Agreement, a judgment for divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

PARTIES, CHILDREN, JURISDICTION AND VENUE

1. Petitioner is an actual and bona fide resident of Davis County, State of Utah, and was such for at least three months immediately prior to the commencement of this action.
2. Petitioner and Respondent (“the Parties”) are husband and wife, having been married in Bountiful, Davis County, State of Utah on September 02, 2000.
3. The Parties separated in October 2024.
4. There remain two (2) minor children born as issue of the marriage: S.A. born

04/30/2009, and A.A. born 02/22/2011, and no other children are expected as issue of this marriage.

5. Jurisdiction is proper in this court pursuant to Utah Code Ann. §78A-5-102 and 81-4-402.

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

GROUND FOR DIVORCE

7. During the course of the marriage, irreconcilable differences have arisen between the Parties such that the Parties shall be granted a Decree of Divorce.

CUSTODY AND PARENT-TIME

8. The parties shall have joint physical custody of the minor children.

9. Parent time shall be as the parties agree. If the parties cannot otherwise agree, the parties shall be awarded parent time pursuant to Utah Code §81-9-305 as follows:

- a. Respondent shall have parent time on Mondays and Tuesdays.
- b. Petitioner shall have parent time on Wednesdays and Thursdays.
- c. The parties shall alternate weekends Friday through Monday morning.

10. *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 Dane is Granted Holiday	Years Stacy 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	Odd years	Even years

	dismissed; or (c) 6 p.m. at the 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 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 President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	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: (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 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 if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins 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 Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day	Even years	Odd years

	before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.		
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (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 in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (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	Odd years	Even years

	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 school on the day that school resumes after the winter break.	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

11. *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, Stacy shall make her designation by May 1st and Dane shall make his designation by May 15th. In odd years, Dane shall make his designation by May 1st and Stacy shall make her 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.

12. *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 14 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 11; and

e. The schedule for weekday or weekend parent time.

13. In connection with all parent time for both parties, given the age of the children and acknowledging their needs, the parties will take into consideration the children's school, sports, extracurricular, social and work/employment, events, obligations, activities and preferences; and both parents will make every reasonable effort to allow the child to participate in and attend such events, obligations and activities as they desire, and be flexible with parent time in this regard.

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

a. Each party is 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.

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.

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

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.

15. *Relocation.* The parties shall follow the notice requirements found in Utah Code Ann. §81-9-209 in the event of an intended relocation 35 miles or more from the residence of the other parent, with a party desiring to relocate being required to give advance written notice of at least sixty (60) days to the other parent.

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

16. It is in the best interest of the Parties' minor children that the Parties be awarded joint legal custody, subject to the following *Parenting Plan*:

Decisions Regarding Raising the Child

17. The Parties shall discuss with each other major decisions involving the children's health and medical care, education, religious participation, and extracurricular activities, 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 child. 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. 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.

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

19. 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.

Education Plan

20. The children shall continue to attend the same schools they are currently attending (i.e. Farmington Jr. High and Farmington High), and will attend the schools that their current schools feed into, unless agreed to otherwise by the parties in writing.

21. Both parties shall have complete and unfettered access to all school records and

be listed as parents on all forms. The parties shall each create their own online parental portal to keep themselves informed of school information.

Virtual Parent-Time

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

23. Each parent shall allow the minor child to contact the other parent at any time the minor child desires to have telephone or virtual contact.

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

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

Communication Between Parties

26. Communication shall be in writing via text or email (or agreed upon co-parenting app) only and only concerning the child, unless there is an emergency or time necessitates. Communication shall be peaceful, civil, and non-abusive. The parties shall utilize a shared calendar for scheduling and notifying of child related events, parent time schedules, activities, appointments, social events, school events and the like.

27. Neither party shall ask or attempt in any way to have the child transfer messages between the Parties, whether verbal or written.

28. Communication shall be between the Parties and not through third parties unless both Parties mutually agree otherwise.

Respect and Cooperation

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

- a. Neither parent shall attempt to harm or alienate the relationship the other parent has with the child 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 child, including making posts on social media.
- b. The parents shall cooperate and include each other as to their child's day care, health care, schooling, religious activities, organized sports, and other special activities and shall notify each other of their child's regular activities so that they may participate; and
- c. The parents shall not involve the child in disputes or disagreements that may arise between each other, but they may jointly discuss issues with their child to obtain their input.

30. Both parents shall be concerned for the best interest and well-being of the child; 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 shall establish and maintain parental communication with each other to ensure that the other parent is informed about the child'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 child, and shall be restrained from saying anything negative about the other parent, for the purpose of the child 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. If tension arises in a telephone call, the Parties shall take a break from the telephone call or leave their conversations to email;
- h. The Parties shall work together to improve their parenting skills and to share their ideas;
- i. The Parties shall live by the golden rule that they shall treat each other as they would like to be treated;
- j. Clothing, toys, and other items of the child's personal effects shall be exchanged by the Parties, and returned in clean condition, in order to facilitate the child's visits;

- k. 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
- l. 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 child.

31. The “Advisory Guidelines” as set forth in Utah Code Ann. §81-9-202 shall be binding upon the Parties. To the extent the Advisory Guidelines conflict with this Parent Plan, this Parent Plan shall control.

Contact Information

32. 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.

Extended Overnight Trips

33. For emergency purposes, both Parties shall notify the other whenever either party intends to take the child on any overnight trip away from their residence or out of state travel, and provide the other party with a travel itinerary with addresses and telephone numbers where they may be reached, destinations, and name and telephone number of an available third person who would be knowledgeable of the minor child’s location. Further, both Parties shall obtain the other party’s permission to take the child if a trip interferes with the other party’s parenting time.

Activities, Events, and Information

34. Both Parties shall be entitled to participate in all social and school functions their

child attends. Each party shall be entitled to know about all important events in a child's life, including the right to have relationships with and access to third parties and information having to do with the child. This shall include health care providers and educators as well as medical and school records. All of this shall be exchanged, uploaded and input in a shared google calendar and via text or email.

Illness

35. The Parties shall notify the other parent when a child is ill. If possible, when a child is ill, the Parties shall discuss regularly scheduled parent-time prior to the parent-time to decide whether it shall be rescheduled. If the Parties cannot discuss parent-time, parent-time shall not be affected. Neither parent shall use the illness of a child as a means to frustrate the other parent's parent-time.

Non-Interference with Parent-Time

36. The Parties shall never schedule or promote to a child any special events or activities occurring during the other party's parent-time without first obtaining permission from that party in the following manner:

- a. The requesting party shall notify the other party of the event or activity and discuss with them the benefits of a child's attendance prior to discussing it with the child. If the other party has something scheduled or decides that the child cannot participate in the event or activity for any reason, the requesting party shall abide by that decision and not attempt to influence the other parent through the child;
- b. The child shall be free to express interest in any activity to either parent at any time; and

- c. Both Parties shall not interfere with each other's parent-time in any form. If either parent denies physical access to scheduled parent-time without just cause, that parent shall pay all mediation or litigation costs associated with resolving the violation and to ensure freedom from future violations.

37. Neither parent shall attempt to restrain or control the activities of a child during the other parent's parent-time.

Surrogate Care

38. Direct care by either parent as opposed to surrogate care shall be presumed to be in the child's best interest. As such each party is awarded the right of first refusal such that if one party cannot be present with the children during their respective parent time an overnight period or more, then that parent must offer that time to the other parent prior to seeking surrogate care. Sleepovers for the child when the parent is available at their residence and in town shall not trigger the first right of refusal.

Relatives

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

40. Each party shall make reasonable efforts for the minor child 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

41. 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

42. 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

43. Child Support shall be calculated as according to Utah Code Ann. §81-6-201 et seq. Stacy's gross monthly income is imputed to \$6,667 per month. Dane's gross monthly income is \$12,333 per month. Stacy has 183 overnights, and Dane has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Dane's child support obligation is \$385.00 per month. Child support shall commence June 1, 2026.

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- 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. Box 45011, Salt Lake City, Utah, 84145-0011 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 statute.

- d. *Child Support Modification.* Under Utah Code §81-6-212, the parties have a right to modify this child support 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 parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; (6) material changes in the legal responsibilities of either parent for the support of other, the change in (1) through (6) results 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 is not 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.

CHILD CARE EXPENSES

42. Each party shall be responsible for childcare expenses during their own parent time.

HEALTH INSURANCE AND MEDICAL/DENTAL EXPENSES

43. Pursuant to Utah Code Ann. §81-6-208, the parties are obligated to provide medical and dental insurance for the children so as long as such is available at a reasonable cost. Pursuant to Utah Code §81-6-208, each parent shall share equally the out of pocket costs of the premiums actually paid by a parent for the child's portion of health, dental and vision insurance. The children's portion of the premium is a per capita share of the premium actually paid (*i.e.*, the premium expenses for the children 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 children in the instant case).

44. The party carrying insurance shall provide to the other party proof of the insurance and copies of the insurance cards upon initial enrollment and after initial enrollment on or before January 2 of each calendar year and shall notify the other party of any change of insurance carrier, premium, or benefits within 30 days of the date of the change.

45. If, at any point in time, the dependent child is covered by the health or dental insurance plans of both parents, the health or dental insurance plan of Petitioner, Stacy, shall be primary coverage for the dependent children, and the health or dental insurance plan of Respondent, Dane, 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 is covered 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.

46. The parties shall share equally all uninsured and unreimbursed medical, dental, mental health, physical, occupational, speech and social skills therapy, prescriptions, optical and

orthodontia expenses of the child, including any applicable premiums, co-payments and deductibles. The party incurring an out-of-pocket medical, mental health, dental, prescription, optical, or orthodontia expense on behalf of the child shall submit to the other party an invoice, receipt, and/or bill for the out-of-pocket expense within thirty (30) days of payment (after insurance has paid their portion) and shall be reimbursed by the other party within thirty (30) days of his/her receipt of those medical, mental health, dental, prescription, optical, or orthodontia invoices, receipts and/or bills. 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.

47. Dane will reimburse Stacy for his per capita share of the monthly insurance premiums for himself, and his share of the children's premiums from the date of separation in October 2024 through the month of the signing of this stipulation. To wit, Dane's 50% to Stacy would be \$3,353.58; however, Stacy waives this amount based on the global settlement terms contained herein. In addition, Stacy has paid out of pocket for child related healthcare expenses in the approximate amount of \$6,000 and as such Dane shall reimburse Stacy a total sum of \$3,000 by June 14, 2026.

EXTRACURRICULAR ACTIVITY AND SCHOOL FEES

48. Each party shall pay one-half of any and all reasonable extra-curricular activity expenses for the child which are agreed upon in advance and in writing. The party incurring an extra-curricular activity or camp expense shall submit to the other party an invoice, receipt, and/or bill for the expense within thirty (30) days of payment or receiving same and shall be reimbursed by the other party within thirty (30) days of his/her receipt of those invoices, receipts and/or bills.

49. The parties shall share equally all mandatory school fees and the cost of school lunch for the minor child.

50. 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 shall 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 OFW expense tracking to notify each other of any billed owed.

TAXES

51. The parties filed married joint for the 2024 tax year and have paid any liabilities owed such that there are no outstanding tax issues and neither party owes the other.

52. The parties have filed separately, each as head of household respectively, for the 2025 tax year with each being awarded their respective refunds and being responsible for their own liability, if any.

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

- a. When there are two children eligible to be claimed as dependents: In any given tax year, Stacy shall claim the youngest child and Dane shall claim the oldest child.
- b. When there is one child eligible to be claimed as a dependent: The Parties shall alternate claiming the remaining child, with Stacy claiming the child in odd-numbered years and Dane claiming the child in even-numbered years.

54. *Necessary Forms.* 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.

55. Respondent's right to claim any minor child for tax benefit purposes is contingent upon him being current on all support obligations as of December 31st of said tax year.

INSURANCE

56. **Individual Insurance.** During the marriage, the parties acquired various policies of life, health, dental, vehicle, and other insurance. The parties shall be ordered to maintain any existing policies during the pendency of these proceedings. The parties shall obtain and maintain their own separate insurance policies and pay any costs, premiums, and/or deductibles associated therewith within 30 days of entry of the Decree of Divorce.

57. If a party owns a life insurance policy or an annuity contract, the parties hereby acknowledge that they each have:

- (i) reviewed and updated, where appropriate, the list of beneficiaries;
- (ii) affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and
- (iii) understands that, if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract

MARITAL PROPERTY

REAL PROPERTY

59. During the course of the marriage, the parties acquired an interest in a home and real property located at 383 S. 500 E., Farmington, UT 84025 ("Marital Residence") which has

been sold and the proceeds divided as follows:

- a. The sale of the home closed on April 16, 2026 for the sale price of \$950,000. The parties used the proceeds to pay closing and realtor costs, pay off the first mortgage, the HELOC and Stacy reimbursed Dane for her half of the fix-up costs to the marital home. This left a remaining equity of \$290,016.44 which was split equally between the parties.

60. During the marriage, the parties acquired real property located 135 W. 350 N., Clearfield, Utah 84015 ("Clearfield Rental") which is hereby awarded to Stacy, free and clear of any claim of Dane. Stacy has used a portion of her equity from the marital home to pay off the remaining mortgage and Dane executed a Quit Claim Deed in Stacy's favor which has been recorded.

61. During the marriage, the parties acquired real property located 347 W. 1600 N., Sunset, Utah 84015 ("Sunset Rental") which is hereby awarded to Dane, free and clear of any claim of Stacy. Dane has used a portion of his equity from the marital home to pay off the remaining mortgage and Stacy executed a Quit Claim Deed in Dane's favor which has been recorded.

62. During the marriage, the parties acquired real property located 140 E. 100 S., Farmington, Utah ("Farmington Investment"). The parties subsequently sold the Farmington Investment using a wrap around mortgage such that the buyer pays the parties (seller), the parties pay the existing mortgage in their names and then keep the remaining profit. The Farmington Investment shall be handled pursuant to a partnership agreement which will be prepared between counsel and parties within 60 days of entry of the Decree of Divorce and contain certain terms as follows, unless otherwise agreed in writing:

- a. The parties are jointly awarded the Farmington Investment in equal shares and are each awarded 50% of the interest and value in the Farmington Investment, now and in the future.
- b. During the pendency of the wrap around mortgage and purchase agreement between the parties and the buyers, Dane shall continue to collect the monthly mortgage payments and pay the existing mortgage in the parties' names.
- c. After payment of the existing monthly mortgage amount, the remaining balance of funds received shall be split equally.
- d. Both parties shall be copied on all communication, accounting and statements evidencing cash flow and any additional or supplemental contracts or transactions that occur between sellers and buyers/occupants, coming from the original mortgage lender, Rushmore Servicing, and the Escrow Specialist handling the cash flow and seller statements.
- e. Dane shall inform the escrow specialists to add Stacy to the account and communication and include Stacy on all emails within 24 hours.
- f. Should both parties not be copied on any and all document, correspondence, negotiating, statements, and the like regarding the Farmington Investment, then the party receiving the document and information shall have an affirmative duty to forward the documentation, communication and information onto the other party within 24 hours.

shall it be necessary for the parties to enforce collection or incur other expenses on the Farmington investment, including but not limited to foreclosure, such expenses will be shared equally by the parties.

- g. Any changes to the terms of the existing buyer-seller agreement between the Thurgood's ("buyers") and the parties shall be agreed upon in writing with both parties' signatures. Any other transactions involving the Farmington Investment that differ from the current status shall be discussed ahead of time and agreed upon between the parties in writing.
- h. The parties can then readdress partnership buyout, dissolution or other agreements regarding this property given the circumstances.

PERSONAL PROPERTY

63. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2021 Honda Pilot	Stacy
Stacy's jewelry, clothing	Stacy
Piano	Stacy
Treadmill	Stacy
2024 Jeep Gladiator	Dane
Mitsubishi Eclipse	Dane
Honda Motorcycle	Dane
Trailer	As divided
Nissan Altima	To adult child
Chevy Avalanche	To adult child
Any other personal property not previously divided	Per paragraph 64 - 65 below
Sentimental photos/mementos and important legal/financial documents	Copied and awarded to each party

64. Any other personal property at issue shall be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties shall mediate any

dispute thereto prior to bringing the action before the court with each paying equally for the cost of mediation.

65. The parties shall cooperate in scheduling a time for exchanging personal property. All property shall be exchanged within 60 days of the entry of the Decree of Divorce. If a party has frustrated the process of scheduling the exchange of property, then the time frame for exchange shall be extended.

66. The parties shall cooperate in executing any and all documents necessary to transfer title to the vehicle(s) awarded to the other party, including signing over certificates of title. Each party shall deliver to the other any title(s), keys, and key fobs in their possession related to the vehicle(s) awarded to the other party within thirty (30) days of the execution of this Stipulation. Each party shall be solely responsible for any and all debts, maintenance, registration, and insurance associated with the vehicle(s) awarded to them, holding the other party harmless therefrom.

BANK ACCOUNTS

67. The parties acquired various bank accounts during the marriage. Said accounts shall be divided as follows:

Account Description:	Awarded to:
Mountain America Credit Union x5915	Stacy
Stacy FSA thru work	Stacy
Mountain America Credit Union x0703 (joint)	Dane
American Express savings x9375	Stacy
Discover checking x4076	Dane
Mountain America Credit Union x9417	Dane

68. The parties will cooperate to sign any documentation necessary to remove his or her name from any accounts awarded to the other party.

BUSINESS ASSETS

69. During the course of the marriage, the parties acquired an interest in a business, Protoculture Investment Group which shall be awarded to Dane to the extent this award does not conflict with other terms of this Order (i.e. the Farmington Investment which is jointly awarded to the parties). Dane shall indemnify and hold Stacy harmless from any liabilities and debt associated with the business.

RETIREMENT, STOCKS AND INVESTMENT ACCOUNTS

70. During the marriage the parties acquired retirement, stock, investments, and/or brokerage accounts, which shall be divided as follows:

<i>Account Description:</i>	<i>Awarded to:</i>
Edward Jones Roth IRA	Stacy
URS 401(k)	Stacy
URS pension	Per Woodward. See paragraphs 70(a) – 70(c) below
Edward Jones Roth IRA	Dane
Edward Jones Traditional IRA	Dane
SchwabOne investment x9539	Dane
Fidelity 401(k)	Dane

- a. The URS pension in Stacy's name shall be divided between the parties pursuant to the Woodward formula using Rori Hendrix to prepare the Qualified Domestic Relations Order ("QDRO") with each party paying one-half the cost of the preparation.
- b. The parties shall cooperate in the preparation and execution of the QDRO to effectuate this division.

MARITAL DEBTS, OBLIGATIONS AND LIABILITIES

71. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

- a. Any debts in their own individual names;
- b. Their respective individual medical debt;
- c. Any debts associated with the assets awarded them herein.

72. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

73. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this Decree and each shall pay any and all separate debts in their own names. shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

74. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

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

76. Pursuant to U.C.A. §§15-4-6.5, 30-2-5 and 81-4-406(3), 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

77. Based upon the difference in the equity of the Clearfield Rental (awarded to Stacy as set forth above in Paragraph 60 above) and Sunset Rental (awarded to Dane as set forth in Paragraph 61 above), Stacy owes to Dane an equalization payment of \$51,000 from Stacy to Dane. However, as a partial buyout of alimony, and other mutual considerations contained herein, as well as waiver of arrearages, Stacy does not owe this equalization payment to Dane/account divisions and Dane waives any claim of equity or interest in the Clearfield Rental.

78. Based upon the parties' gross incomes as set forth above in the child support section and applying a 23% effective tax burden for Stacy and 27% effective tax burden for Dane, as well as accounting for the child support payment and equalization of the standard of living of the marriage, Stacy has a demonstrated need for alimony in the amount of \$1,550.

79. Dane shall pay alimony to Stacy in the amount of \$1,550 per month beginning June 1, 2026. Alimony shall be paid for a term of 50 months or until remarriage, cohabitation or death of either party – whichever first occurs. Alimony shall be paid half on the 5th and half on the 20th of each month.

80. At Dane's option, he may buyout the remaining term of alimony with a one-time lump sum payment of the balance for the remaining term with a 10% discount or credit being offset from the lump sum buyout amount. Dane shall inform Stacy of his choice to exercise the buyout option in writing and exchange the calculations with payout occurring 30 days thereafter.

81. This payment is in the form of family support and shall not be dischargeable in bankruptcy.

DUTY TO SIGN DOCUMENTS TO IMPLEMENT DECREE OF DIVORCE

82. Both parties shall sign and fully execute whatever documents are necessary for

the implementation of the provisions of their divorce decree. shall 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.

ATTORNEY FEES AND OTHER COSTS

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

84. 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.

MUTUAL RESTRAINING ORDERS

85. Both Parties are 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.

86. 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.

87. Neither party will distribute the other party's image of personal information.

88. Neither party will disparage, defame, insult, demean, or harm the reputation of the other or their family members, to including posting on social media accounts or other internet

sites or disparaging the other party to any professional colleagues or employers.

89. The parties shall use their best efforts to prevent third parties from doing what they themselves are restrained from doing and will immediately remove the child from the presence of anyone who is in violation of these mutual restraining orders.

RESTORATION OF MAIDEN NAME

90. Stacy shall be restored to her maiden name of Stacy Shutt, if she so desires.

[END OF ORDER. SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT.]

APPROVED AS TO FORM:

/s/ *Danielle Crumb
Danielle Crumb
Attorney for Petitioner
**Electronically signed by Celeste Rocha*
With permission from Danielle Crumb
received 6/24/2026

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of June 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via email to:

Danielle Crumb
danielle@utahlawpro.com
Attorney for Petitioner

/s/ Celeste Rocha
Celeste Rocha
Paralegal for Alyssa G. Beard