



1David T. Holman (USB # 13243)
HOLMAN LAW PLLC
9533 South 700 East, Ste. 100
Sandy, Utah 84070
Telephone: (801) 990-4990
Facsimile: (801) 990-4999
Email: dholman@holmanlawlc.com

Attorney for Respondent Travis Sterling Millward

**IN THE SECOND JUDICIAL DISTRICT COURT FOR DAVIS COUNTY
STATE OF UTAH
Farmington Department, 800 W. State Street, Farmington Utah 84025**

In the Matter of the Marriage of:

**JACLYN CHRISTINE MILLWARD
Petitioner**

&

**TRAVIS STERLING MILLWARD
Respondent**

DECREE OF DIVORCE

Civil No. 254701518

**Judge Joseph Bean
Comm. Julie Winkler**

The above-entitled matter came on before the Honorable Joseph Bean, District Court Judge, for the entry of Findings of Fact and Conclusions of Law and the Decree of Divorce, without a hearing and based upon the Stipulation and Settlement Agreement ("Stipulation") between Petitioner Jaclyn Christine Millward ("Jaclyn" or "Mother") and Respondent Travis Sterling Millward ("Travis" or "Father")(together hereinafter as "the parties"), being fully informed in the premises and for good cause shown, the Court having entered its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, HEREBY ORDERS, ADJUDGES AND DECREES:

A. The parties are awarded a Decree of Divorce to become final upon signature by the Court and entry into the registry of judgments.

B. The parties entered into the Stipulation resolving all pending issues in this matter, which is already on file with the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

1. Jurisdiction. The parties are residents of Davis County, Utah, and have been for over three (3) months prior to the filing of this action. Therefore, this court has personal and subject-matter jurisdiction over this matter.
2. The parties are husband and wife, having been married in Kaysville, Utah, on May 25, 2013.
3. The parties are not aware of any other proceedings or claims for custody of the below-named minor children either filed or pending in this jurisdiction or any other, and, further agree that the State of Utah is and continues to be the home state of the minor children for all issues relevant to this action.
4. The parties agree that neither party is receiving financial assistance from the State of Utah and as such do not believe the State need be a party to this action.
5. During the course of the marriage, irreconcilable differences have arisen between the parties, making continuation of the marriage impossible.
6. The parties should be awarded a divorce one from the other on the grounds of irreconcilable differences.

CUSTODY AND PARENT-TIME

7. The parties are together the parents of two minor children, to wit: L.M.,

born May 3, 2014; and L.M.M., born September 27, 2016. No other children are expected.

8. The parties agree that it is in the best interests of the minor children that the parties be awarded joint physical and joint legal custody of the minor children pursuant to the terms set forth herein.

9. Provisions related to Parent-time:

a. Regular Parent-time. The parties stipulate and agree that parent-time between the parents and children should be as the parties can agree, and, if they do not agree otherwise, that the parties shall follow the parent-time schedule set forth in Utah Code § 81-9-305, awarding the parties equal parent-time with the minor children, with Mondays and Tuesdays awarded to Mother and Wednesdays and Thursdays awarded to Father, and with the parties alternating weekends (consisting of Friday, Saturday, and Sunday overnight visits).

b. Holiday Parent-time. The parties shall follow the following Holiday Parent-time Schedule.

Holiday	Holiday Time Period	Years in which Father is entitled to the holiday	Years in which Mother is entitled to the holiday
Dr. Martin Luther King Jr. Day	The party who is to have the children for this holiday will pick the children up on the Friday before the holiday at 4:00 pm, or when school recesses that day, and will keep the children until Tuesday morning and will be responsible for	Odd years	Even years

	getting the children to school.		
Presidents' Day	The party who is to have the children for this holiday will pick the children up on the Friday before the holiday at 4:00 pm, or when school recesses that day, and will keep the children until Tuesday morning and will be responsible for getting the children to school.	Even years	Odd years
Spring Break	The party who is to have the children for this holiday will pick the children up on the day school recesses for the holiday at 4:00 pm, or at the time school recesses that day, and will keep the children until Tuesday morning and will be responsible for getting the children to school.	Odd years	Even years
Easter Sunday	The party who is to have the children will pick them up at 4pm or when school recesses at the start of break to when school is back in session and will be responsible for getting them to school and the regular schedule will resume. If Easter Sunday coincides with Spring Break, Easter Sunday shall take precedence, but the parent exercising Easter Sunday shall only have the children from 6:00 PM on the day preceding Easter Sunday until 6:00 PM on Easter Sunday.	Even years	Odd years
Memorial Day	The party who is to have the children for this holiday will pick the children up on the Friday before the holiday at 4:00 pm, or when school recesses that day, and will keep the children until Tuesday morning and will be responsible for getting the children to school if school is in session.	Even years	Odd years
Mother's Day	The holiday begins at 6:00 PM on Saturday before Mother's Day and ends the following Monday when the children are dropped off at school or daycare.	None	All
Father's	The holiday begins at 6:00 PM on	All	None

Day	Saturday before Father's Day and ends the following Monday when the children are dropped off at school or daycare.		
Independence Day	Holiday begins on the 3rd of July at 6pm and ends the morning of the 5th of July. If there is school on July 5th, then the parent exercising the holiday will be responsible to get the children to school that morning. If the community observes Independence Day on a different day than July 4th, the holiday will begin the day prior to the observed day at 6:00 PM and shall end the day after the observed day at 6:00 PM.	Odd years	Even years
Pioneer Day	Holiday begins on the 23rd of July at 6pm and ends the morning of the 25th of July. If there is school on July 25th, then the parent exercising the holiday will be responsible to get the children to school that morning. If the community observes Pioneer Day on a different day than July 24th, the holiday will begin the day prior to the observed day at 6:00 PM and shall end the day after the observed day at 6:00 PM.	Even years	Odd years
Labor Day	The party who is to have the children for this holiday will pick the children up on the Friday before the holiday at 4:00 pm, or when school recesses that day, and will keep the children until Tuesday morning and will be responsible for getting the children to school if school is in session.	Odd years	Even years
Fall Break	The party who is to have the children for this holiday will pick the children up on the day school recesses for the	Odd years	Even years

	holiday at 4:00 pm, or at the time school recesses that day, and will keep the children until Tuesday morning and will be responsible for getting the children to school.		
Halloween	Holiday begins at 4pm or when school recess Halloween Day (or the day it is observed) to the following morning and the party who had the children will be responsible to get the children to school/daycare.	Even years	Odd years
Thanksgiving	The party who is to have the children will pick them up on the day school recesses for the holiday at 4pm, or at the time school recesses and shall have the children until the day school resumes, and will be responsible for getting the children to school.	Odd years	Even years
Winter Break, including Christmas and New Year's Day	The holiday will begin the day school recesses for the break with the parent who has the first half of the holiday picking up the kids from school. The first half of the break shall include Christmas Eve and Christmas Day. The parent who has the children for the second half of the break shall pick up the children from the other parent on the day which lands on the halfway point at 1:00 PM (if there are an odd number of overnights during the total break counting from the day school is released until the day school resumes) or 7:00 PM (if there are an even number of overnights during the total break counting from the day school is released until the day school resumes). The second half of the break shall include New Year's Eve and New Year's Day. The parent who has the children for the second half of the break shall be responsible to get the children to school	Even years first half Odd years second half	Odd years first half Even years second half

	on the day school resumes.		
Mother's Birthday	Mother shall have the children on her birthday (beginning either at 4:00 pm or at the time school recesses for the day) until the following morning, when Mother shall be responsible to get the children to school/daycare.	None	All
Father's Birthday	Father shall have the children on his birthday (beginning either at 4:00 pm or at the time school recesses for the day) until the following morning, when Father shall be responsible to get the children to school/daycare.	All	None
L.M.'s Birthday	Parent-time begins at 4pm or when school recesses on that day and ends the following morning with the party who had the children responsible to get the children to school/daycare.	Odd years	Even years
L.M.M.'s Birthday	Parent-time begins at 4pm or when school recesses on that day and ends the following morning with the party who had the children responsible to get the children to school/daycare.	Even years	Odd years

c. Extended Parent-time.

- i. Each party shall receive 2 weeks of uninterrupted extended parent time with the minor children during summer break.
- ii. Designations for the two weeks of uninterrupted extended time shall be made in writing by the parent having the first choice no later than May 1st of each year. Failing to make a designation by May 1st does not divest a parent of his or her 2 weeks of uninterrupted parent time but may divest that parent of having first choice for his or her 2 weeks. The parties agree that Mother will have first choice of 2-week

uninterrupted time in all odd numbered years and that Father will have first choice in all even-numbered years.

- iii. Designations for the two weeks of uninterrupted extended parent-time may be made in writing by the parent having the second choice as early as May 2, but no later than May 15. Failing to make a designation by May 15 does not divest a parent of his or her 2 weeks of uninterrupted parent time but may divest that parent of having the choice for his or her 2 weeks.
- iv. If neither parent timely designates his or her extended parent-time, the first parent to designate his or her extended parent-time shall be entitled to that choice. However, neither parent shall be entitled to extended parent-time that is not designated at least two (2) weeks in advance unless otherwise agreed upon between the parties in writing.
- v. Neither parent may designate extended parent-time which would interrupt holiday parent-time to which the other parent is entitled.
- vi. The parties shall provide notice of travel plans, itineraries, and contact information within a reasonable time prior to traveling with the minor children.

- d. When school is in session, parent-time shall begin and end with pick-ups and drop-offs at school. When school is not in session, parent-time shall begin at 9:00 AM on the first scheduled day.
- e. The parent who has the children on an overnight preceding a school day shall be responsible for delivering the children to school that day.
- f. The parties are free to agree upon deviations to the foregoing parent-time schedule, so long as such agreements are in writing. "Writing" includes emails and text messages.
- g. Telephone: Telephone contact shall be at reasonable hours and for a reasonable duration. The parents should not restrict the children from calling the other parent. Each parent should ensure that a child has privacy during the child's communication with the other parent. Neither parent shall interfere with or monitor communications between a child and the other parent.
- h. Agreements re: Parent-time: Any post-Decree agreements related to parent-time between the parties should be memorialized in writing, such as email, text, or any other electronic form of communication in common use between the parties.
- i. Exchanges. The handing over parent shall be responsible for dropping off the children to the other parent. A stepparent,

grandparent, or other responsible adult designated by a parent, may pick up the children for parent-time if the other parent is aware of the identity of the individual and the parent exercising parent-time will be with the children by 7 p.m.

10. Parenting Plan. The following parenting plan shall apply to the parties and to each of the parties' children during that child's minority:

a. *Decision making.*

i. Each parent has authority to make day-to-day decisions involving a child when the child is in his or her care. Each parent has authority to make emergency decisions involving a child while in his or her care. The parent involved in an emergency with a child shall immediately notify the other parent of the emergency. The parties shall notify one another of all child-related matters that could be defined as an "emergency" or those matters requiring an immediate decision as soon as reasonably possible.

ii. For major decisions concerning the health, education, and religion of a child, the parties shall consult with one another in good faith and make reasonable efforts to reach a mutually agreeable decision that is in the best interests of the child. If the parties are unable to reach an

agreement after good-faith discussion and consideration of each other's positions, the parties shall participate in mediation with a mutually agreed-upon mediator. If mediation is unsuccessful and the parties remain unable to reach an agreement, either party may seek resolution through arbitration, if mutually agreed upon, or through the court. Neither party shall have presumptive decision-making authority over the other regarding major decisions affecting the child.

b. *Access to Children's Records and Appointments*

i. Each parent is entitled to have access to records and the ability to consult with the children's educators, child care providers, and health care providers.

ii. Both parents shall make reasonable efforts to support, participate in, and be up-to-date on all of the children's therapy, medical needs, schooling and extracurricular activities. Each parent will make reasonable efforts to sign up for and attend parent teacher conferences for both children, as well as attend any IEP meetings. Both parents shall make best efforts to attend each parent-teacher conference for each child. When only one parent attends such appointments and conferences,

the non-attending parent shall be responsible to reach out to the child's teacher about the child's status and information.

c. *Parent-time Exchanges*

i. When school is in session, parent-time exchanges shall occur when the children are dropped off and picked up from school.

ii. When school is not in session, the delivering parent shall be responsible for dropping off the children to the other parent to begin the other parent's parent-time.

iii. Unless the parties agree otherwise in writing or for medical emergencies, when the children are ill, the parent-time exchange will continue to take place at the usual time. Illness days for the children are not subject to make-up time. Either parent may make reasonable inquiries with a child who is claiming to be ill if there is no supporting medical documentation.

d. *Standards of Care for the Children*

i. Both parents will make best efforts to ensure the children receive proper and adequate care for bathing, vitamin use, sufficient sleep, adequate meals, clean clothes, nail care, and oral hygiene.

- ii. Both parties will make best and reasonable efforts to ensure the children have completed their homework assignments and projects for school during his or her own parent time.
- iii. Both parties will make best efforts to ensure the children have daily water bottles and clean bottles each week.
- e. *Communication*
 - i. All communication between the parties shall be conducted in a civil and respectful manner. The parties shall not harass one another through repetitive and disruptive communication. The parties may communicate through any mutually acceptable means.
 - ii. All communication regarding decisions about the children shall be made outside of the children's presence whenever possible, and neither party shall allow the children to view any written communication between the parents without the other parent's consent.
 - iii. The parties shall use their best efforts to shield the children from all forms of parental conflict, wherever possible. The parties shall not allow conversations with one another to become heated or overly emotional, especially in the presence of the children.

iv. The parties shall communicate with one another in a timely manner regarding matters affecting one or more of the children. The parties shall strive to respond as soon as reasonably possible to time-sensitive requests, such as logistics for exchanges or other urgent matters. For all other non-emergency matters, each party shall make a good faith effort to respond within forty-eight (48) hours.

v. For purposes of this provision, an "Official Request" shall be deemed made only if it is sent by both (1) text message and (2) a secondary written method of communication, which shall be email unless the parties mutually agree in writing to another method. The request shall clearly state that it is an "Official Request Pursuant to the Decree."

vi. If an Official Request is not responded to within forty-eight (48) hours after being sent by both required methods, the request shall be deemed accepted. However, the forty-eight (48) hour response period shall be tolled if the responding party does not have cellular or internet service or is otherwise unable to respond due to circumstances beyond that party's reasonable control. In such circumstances, the responding party shall respond as

soon as reasonably practicable after service is restored or the circumstances no longer prevent a response.

vii. The parties shall exercise good faith and reasonableness in making and responding to Official Requests and shall not use this provision to obtain consent through gamesmanship or by taking advantage of the other party's temporary inability to respond.

viii. Neither party shall use the children as messengers between the parties.

ix. Neither party shall discuss anything pertaining to the other party or the above-entitled case on social media or any other public forums.

x. Either party may initiate a phone call or virtual face-to-face communication (ie. FaceTime) with the minor children, so long as the contact is initiated at a reasonable time and for a reasonable duration. A “reasonable duration” shall be less than thirty (30) minutes and a “reasonable time” shall be sometime between 9:00 AM and 8:00 PM.

xi. The minor children may initiate contact with either parent at any reasonable times and durations, and each parent will facilitate such requests as needed, so long as

such communication is not unduly disruptive to the other parent's parent-time.

xii. If the children are traveling with a parent, the non-traveling parent may initiate virtual communication at most every third day. This does not limit the children's ability to initiate contact with either parent consistent with the foregoing subparagraph.

f. *Special Events*

i. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, baptisms, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

ii. A parent giving up parent-time for a special event will be afforded make-up parent-time time. The parent giving up parent-time for a special event will propose three (3) make-up periods of the same length of lost time, and the other parent will choose one of the proposals.

g. *Information about other parent's residence*

i. Both parties have the right to know where the

children reside and any individual(s) with whom the children reside. As such, each party should provide full disclosure of their current address and shall provide reasonable advance notice of any changes of address.

ii. Both parties have the right to the basic contact information of the other party. As such, so long as the children are minors, the parties should provide one another updated phone numbers and email addresses at all times.

iii. Neither parent shall come to the other parent's residence without an express invitation from the other parent.

h. *Communications with children about the other parent or court proceedings*

i. The parties are ordered not to make negative, derogatory or disparaging remarks regarding the other parent in the presence of one or more of the parties' minor children or to do or say anything that will tend to undermine, damage or harm the parent-child relationship of the other parent.

ii. Each party has an affirmative duty to prevent third parties from making negative, derogatory or disparaging

remarks regarding the other parent in the presence of one or more of the parties' minor children or from doing or saying anything that will tend to undermine, damage or harm the parent-child relationship of the other parent.

iii. The parties are ordered not to discuss the current court proceedings or any future court proceedings in the presence of one or more of the parties' minor children.

iv. Each party has an affirmative duty to prevent third parties from discussing the current court proceedings or any future court proceedings in the presence of one or more of the parties' minor children.

v. The parties are ordered not to discuss parental disputes or disagreements in the presence of one or more of the parties' minor children.

vi. The parties are ordered not to involve one or more of the parties' minor children in parental disputes or disagreements.

vii. The parties are ordered not to interrogate a child regarding the other parent or require a child to provide an accounting of time spent with the other parent.

i. Travel

i. The children may have their own smart cell phones that

they are allowed to bring to and from each parent's home and to use freely to communicate with family at reasonable times and durations. Use of the phone to communicate with friends or anyone outside of family will be as needed and when appropriate according to each child's age. Text and phone communication with parents is required to be at reasonable times, durations, and frequency. Phone calls with the other parent should not be monitored or interfered with. This provision does not restrict either party from implementing reasonable safeguards and rules regarding electronic devices during his or her parent-time. The "reasonable time" for calling the children (see Paragraph 10(e)(vii)) shall apply to the time zone in which the children are located.

- ii. If a parent travels with the children within the United States and further than 50 miles from that parent's abode, that parent shall provide notice to the other parent at least 48 hours in advance when possible. Travel outside of the United States with the children will require written notice to be given at least 2 weeks in advance.
- iii. When either parent travels with the children overnight, the traveling parent will provide the other parent with the

following: travel dates, destination address, general itinerary (if available), and a method to contact the children while traveling. In addition, each parent shall be listed as an emergency contact to third parties when traveling with the children.

j. Passports

- i. The parties will work together to obtain and keep passports for the children. Each parent will keep one child's passport (Father keeping the eldest child's passport and Mother keeping the youngest child's passport). The parties are required to allow reasonable out-of-country travel, relinquishing the child's passport when needed and requested by the other party, and signing a notarized statement confirming permission to travel, as needed. The parties will promptly cooperate to renew the children's passports in the future.

k. School Attendance

- i. School will not be missed for the exercise of parent time, with the exception that a child may miss school for up to 2 days per year per parent for a "mental health day" if necessary during his or her own parent-time days and not during the other parent's parent-time without prior written

consent. This provision does not restrict a child from missing school due to illness, appointments, and other events sanctioned by the Decree of Divorce.

- ii. Either parent may make reasonable inquiries with a child who is claiming to be ill if there is not a medical note about it.
- iii. The parents will make best efforts to have the children to school on time and avoid tardies.
- iv. Either party may have lunch with a child on a school day during the other parent's parent-time with 24 hours advance notice to the other parent.
- v. In addition, each parent may elect up to three (3) days per school year per child in which the parent can allow the child to miss school at his or her discretion.

j. Right of First Refusal to Provide Direct Care of Children

- i. If a parent is ill and the ill parent determined that he or she cannot personally care for the children for a period of 4 hours or greater, then the first right of refusal will apply and provide an opportunity to the other parent to care for the children before 3rd parties are used to care for the children.
- ii. If a parent is unable to care for the children for more than

six (6) consecutive hours during their scheduled parenting time, that parent will offer the other parent the opportunity to care for the children before using a third-party caregiver. This does not apply to regular school or daycare settings. A parent exercising the right of first refusal to provide care for the children shall have the responsibility to provide transportation to and from the other parent. The transportation responsibility must be provided by the parent directly, and may not be delegated to a third party.

- iii. If the children are ill or taking a mental health break from school, each parent shall be afforded up to 3 days each per school year to care for the child at his or her sole discretion, and the first right shall not apply for those 3 days for each parent.

m. Temporary Adjustments

- i. Agreements of the parties made in writing (including electronic writings and agreements, such as texts or emails) for temporary adjustments to parent-time and other parenting matters shall be binding on the parties. Permanent modifications to parent-time or other provisions of the parenting plan will require a petition to modify.

CHILD SUPPORT

11. The parties are ordered to pay child support consistent with the Utah Child Support Act.

12. For purposes of calculating child support, each party is imputed income as follows:

- a. Mother's gross monthly income is \$4,000.00.
- b. Father's gross monthly income is \$10,000.00.

13. Father's child support obligation shall be based on a joint custody calculator in which Father receives 182 overnights and Mother receives 183 overnights.

14. Father's child support obligation to Mother is \$462.00 per month, due and payable to Mother on the first day of each month beginning August 1, 2026.

15. When a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 78A, Chapter 6, Part 8, Emancipation, the base child support award shall be automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the tables that were used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets. For purposes of this paragraph, the parties agree that the normal and expected year of graduation for L.M. (born May

2014) is 2033.

16. If a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or ORS may move the court to adjust the amount of a child support order. Upon receiving a motion to adjust child support, the court shall, taking into account the best interests of the child: (a) determine whether there is a difference between the payor's ordered support amount and the payor's support amount that would be required under the guidelines; and (b) if there is a difference as described herein, adjust the payor's ordered support amount to the payor's support amount provided in the guidelines if: (i) the difference is 10% or more; (ii) the difference is not of a temporary nature; and (iii) the order adjusting the payor's ordered support amount does not deviate from the guidelines. A showing of a substantial change in circumstances is not necessary for an adjustment under this Paragraph.

17. A parent, legal guardian, or ORS may at any time petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. For purposes of this paragraph, a substantial change in circumstances may include: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the

legal responsibilities of either parent for the support of others. Upon receiving a petition to modify child support, the court shall, taking into account the best interests of the child: (a) determine whether a substantial change has occurred; (b) if a substantial change has occurred, determine whether the change results in a difference of 15% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines; and (c) adjust the payor's ordered support amount to that which is provided for in the guidelines if: (i) there is a difference of 15% or more; and (ii) the difference is not of a temporary nature.

18. Medical Expenses.

a. Father will provide medical and dental insurance for the child/dependent listed on his taxes. Mother will provide medical and dental insurance for the child/dependent listed on her taxes. Both will pay their own insurance premiums. Mother and father will work together to find the best quality and most affordable health insurance for the children.

b. The parties agree that all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the child(ren), including co-payments, co-insurance, and deductibles, shall be shared equally by Mother and Father, with each party responsible for fifty percent (50%) of such

expenses, in addition to their other obligations herein. If either parent incurs out-of-pocket medical and/or dental expenses on behalf of the minor children, that parent shall provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of payment. The other parent shall reimburse their fifty percent (50%) share within thirty (30) days of receipt of verification. The Court may deny a parent's right to reimbursement if that parent fails to provide verification in accordance with this paragraph.

c. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent, or to the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent, or the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

19. Pursuant to Utah Code Section 81-6-209, each parent shall share equally the reasonable work-related child care expenses of the parents.

a. If an actual expense for child care is incurred, a parent

shall begin paying his share on a monthly basis immediately upon presentation of proof of the child care expense.

b. If the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense, while it is not being incurred, without obtaining a modification of the child support order.

c. A parent who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

d. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

e. The court may deny a parent incurring child care expenses 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.

f. Any child care providers must be approved by both parents.

20. Each party shall contribute equally to the children's day-to-day expenses, such as school lunch and school fees (including field trips).

21. Extracurricular activities and other activities for the children

must be mutually agreed upon in writing before costs are incurred. Once agreed, the expenses shall be split equally, with Father paying fifty percent (50%) and Mother paying fifty percent (50%) of the cost. Receipts and documentation must be provided for reimbursement or shared payment. If an activity is not mutually agreed upon, the parent requesting the activity shall be solely responsible for the full cost and shall ensure the activity occurs during that parent's own parent-time.

22. The right to claim one or more of the children as a dependent and/or for child tax credits shall be divided as follows: Father will claim the oldest child as a dependent for tax purposes. Mother will claim the youngest as a dependent for tax purposes. When only one child is eligible, the parents will alternate claiming the remaining child, with Mother claiming for odd-numbered tax years and Father claiming for even-numbered tax years.

23. If either parent receives an end-of-year reimbursement related to health insurance for a child, or if a parent is required to pay additional premiums due to the child's insurance coverage, the child's portion of that adjustment will be split equally.

24. Real Property.

- a. There is real property located at 1378 North 400 East, Centerville, Utah 84014 (the "Home"). Legal title to the Home is solely in Father's name, and Father shall remain solely responsible for the mortgage, taxes, insurance, maintenance,

and all other obligations associated with the Home.

- b. The parties stipulate and agree that Mother's equitable interest in the Home is valued at Ninety-Five Thousand Dollars (\$95,000.00).
- c. The parties further stipulate and agree that Mother shall receive an additional Five Thousand Dollars (\$5,000.00) as compensation for her interest in the household items awarded to Father, including the hot tub and all other agreed-upon personal property remaining with the Home.
- d. Accordingly, Father's total property settlement obligation under this Section shall be One Hundred Thousand Dollars (\$100,000.00) (the "Property Settlement Payment").
- e. Father shall satisfy the Property Settlement Payment by making a lump-sum payment to Mother at Settlement Closing. If the parties mutually agree in writing to an alternative payment schedule prior to Settlement Closing, any payments made pursuant to that agreement shall remain part of this Property Settlement Payment and shall not be deemed alimony, maintenance, child support, wages, or any other form of taxable compensation.
- f. Upon Father's payment in full of the Property Settlement Payment, Mother shall be deemed to have received full

compensation for her equitable interest in the Home and for the household property awarded to Father. Mother shall execute any documents reasonably necessary to relinquish and convey any right, title, claim, or equitable interest she may have in the Home at or before Settlement Closing.

- g. Upon payment in full of the Property Settlement Payment, Father shall be awarded the Home and all household items awarded to him, including the hot tub, free and clear of any claim by Mother.
- h. The parties acknowledge and agree that all payments described in this Section constitute a division of marital property only and are not alimony, maintenance, child support, or any other form of taxable income or compensation. The parties further intend that the transfer of Mother's interest in the Home and the Property Settlement Payment constitute a transfer incident to divorce and a property settlement under applicable federal and Utah law, and shall be treated accordingly for tax purposes.

25. Financial Accounts. During the marriage the parties acquired financial accounts which the parties agree shall be divided as follows:

- a. Mother's Utah First Credit Union Account ending -623 shall be awarded to Mother in its entirety.
- b. Mother's Utah First Credit Union Account ending -485 shall be awarded to Mother in its entirety.

- c. The Utah First Credit Union Account ending -698 shall be awarded to Travis.
- d. The Utah First Credit Union Account ending -209 shall be awarded to Travis.
- e. The Utah First Credit Union Account ending -860 shall be awarded to Travis.
- f. If there are any other accounts the parties acquired during the marriage, each such account shall be divided so that each party is awarded one-half of said account.
- g. Each party represents to the other that there is no retirement account (or accounts) held in that party's name or by a third party on behalf of that party.

26. Business Interests. The parties own the following businesses, which shall be divided as follows:

- a. The parties acknowledge that during the marriage they acquired an ownership interest in iNeedyourAddress.com (the "Company"). The parties stipulate and agree that Mother shall receive Fifteen Thousand Dollars (\$15,000.00) as a full and final buyout of any and all interest she has or may claim in the Company.
- b. Father shall satisfy this obligation by making a lump-sum payment to Mother at Settlement Closing.

- c. Upon payment of the amount described in this Section, Mother hereby assigns, transfers, and relinquishes to Father any and all ownership interest, membership interest, equity interest, intellectual property interest, management rights, voting rights, profit interests, claims, title, and any other legal or equitable interest she has or may have in iNeedyourAddress.com.
- d. Father shall thereafter own iNeedyourAddress.com exclusively, free and clear of any claim by Mother, including but not limited to all business assets, intellectual property, source code, software, domains, hosting accounts, customer accounts, contracts, goodwill, trademarks, databases, payment processors, financial accounts, and all past, present, and future revenues, profits, receivables, and business opportunities associated with the Company.
- e. The parties acknowledge and agree that the payment described in this Section constitutes a division of marital property only and is not alimony, maintenance, or child support.
- f. *Gravity MAD, Inc.* shall be awarded to Father in its entirety, free and clear of any claim by Mother.
- g. *Gravity Media and Design, LLC* shall be awarded to Father in its entirety, free and clear of any claim by Mother.
- h. *Black Iris Studio, LLC* shall be awarded to Mother in its entirety, free

and clear of any claim by Father.

- i. *Weird and Brave, LLC* shall be awarded to Mother in its entirety, free and clear of any claim by Father.

27. Personal Property. There are several items of personal property which shall be divided as follows:

- a. Father will receive the Toyota 4Runner, Honda Civic, and Porsche 911.
- b. Mother shall be awarded the Tesla Model 3 and shall assume sole responsibility for the vehicle loan, including all payments, insurance, registration, taxes, maintenance, and any other costs associated with the vehicle. Mother shall make reasonable efforts to refinance the loan into her sole name within twelve (12) months of entry of the Decree. If Mother is unable to refinance the loan, she shall satisfy the remaining loan balance through other means. If Mother is unable to refinance or otherwise satisfy the loan, the vehicle shall be listed for sale in a commercially reasonable manner. Upon sale of the vehicle, the outstanding loan balance shall first be paid in full, and any remaining proceeds shall belong solely to Mother. If the sale proceeds are insufficient to satisfy the loan balance, Mother shall be solely responsible for any deficiency and shall indemnify and hold Father harmless from any remaining obligation related to the

vehicle loan.

- c. The parties shall cooperate and sign all documents necessary to remove one another from title on the vehicle awarded to the other party.
- d. The parties shall cooperate in transferring title of the vehicle awarded to the other party if necessary.

28. Debts. Except as otherwise specifically referenced herein, each party shall be solely and separately responsible for any and all debts in his or her own name. Any and all debts incurred by a party prior to the marriage or subsequent to the Date of Separation shall be the responsibility of the party that incurred the debt, and the party that incurred the debt shall indemnify and hold the other party harmless thereon. If there are any debts that are in both parties' names, Travis shall be responsible for paying off any such debt and shall indemnify and hold Jaclyn harmless thereon. Travis shall immediately notify Jaclyn of any such debt.

29. The parties shall be restrained from incurring any additional debt for which the other party may be liable, including on joint credit cards, if any exist. If any such debt is incurred, the party incurring the debt shall indemnify and hold the other party harmless for said debt.

30. Alimony

- a. Father shall pay Mother a lump-sum alimony buyout in the amount of Thirty-Six Thousand Dollars (\$36,000.00).

- b. Father shall satisfy this obligation by making a lump-sum payment to Mother at Settlement Closing.
- c. Upon receipt of the payment described in this Section, Mother's claim for alimony shall be deemed fully and satisfied.
- d. The parties acknowledge and agree that this alimony buyout is contractual in nature, non-modifiable, and shall survive the entry of the Decree of Divorce.

31. Global Settlement and Refinance Adjustment.

- a. The parties acknowledge and agree that the combined value of the settlement set forth herein consists of:
 - b. (a) \$100,000.00 for Mother's equitable interest in the Home and agreed household property;
 - c. (b) \$15,000.00 as a buyout of Mother's interest in iNeedyourAddress.com; and
 - d. (c) \$36,000.00 as a lump-sum alimony buyout;
- e. for a total settlement value of One Hundred Fifty-One Thousand Dollars (\$151,000.00).
- f. The parties further acknowledge that Father has elected, at Mother's request, to satisfy these obligations through an immediate lump-sum payment funded by refinancing the Home. In consideration of the costs associated with obtaining such refinancing, the parties agree to reduce the total settlement by

Five Thousand Dollars (\$5,000.00).

- g. Accordingly, Father shall pay Mother a total lump-sum settlement of One Hundred Forty-Six Thousand Dollars (\$146,000.00) at Settlement Closing. Upon receipt of that payment, all obligations of Father to Mother arising under Sections 24, 26, and 30 shall be deemed fully satisfied and discharged.

MISCELLANEOUS

32. Each parent shall have access to the passcodes, passwords, and security credentials necessary to access the children's electronic devices, including but not limited to cellular phones, tablets, parental control applications, and any associated account management services used to manage the children's devices. Each parent shall promptly provide the other parent with any new or updated passcodes, passwords, or security credentials within forty-eight (48) hours of any change.

33. If the children's devices are managed through a shared family account, including but not limited to an Apple Family Sharing or similar service, both parents shall be provided access necessary to manage and monitor the children's devices and settings. Neither parent shall remove, revoke, restrict, or otherwise interfere with the other parent's access to the shared family account or the children's device management features without the other parent's prior written consent or a court order, except in the event of a legitimate security concern. In the event of a legitimate security

concern, the parent taking such action shall notify the other parent as soon as reasonably practicable and restore access once the security concern has been resolved.

34. Neither parent shall intentionally withhold or interfere with the other parent's reasonable access to information necessary to communicate with the children or to monitor the children's safety and well-being through the children's devices. Nothing in this provision shall authorize either parent to access the other parent's personal devices, personal accounts, or personal information unrelated to the children's devices or accounts.

35. Life insurance. Each party shall continue to maintain a life insurance policy naming the parties' children as beneficiaries, with the surviving parent designated as the trustee.

36. Attorney Fees. Each party shall be responsible for his or her own attorney fees and costs incurred in this case.

37. Mutual Restraining Orders.

- a. The parties agree that each shall be restrained from speaking derogatorily or disparagingly about the other party while in the child(ren)'s presence.
- b. The parties agree that shall each be restrained from interrogating any minor child about events and circumstances occurring in the other parent's home and shall further be restrained from using a child as a messenger for divorce related or adult related

information.

- c. The parties agree that they shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing herein and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.
- d. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, to open an account for any service, to obtain any other service or for any negative or potentially damaging purposes whatsoever.

38. Maiden Name. Petitioner shall have the right to restore her name of Jaclyn Christine Tippetts if she so desires.

39. The parties agree that neither party will be responsible or obligated to carry and pay for automobile insurance coverage for the other party following the execution of this Stipulation. Once the stipulation is executed the parties shall seek and obtain their own independent automobile insurance policies and shall be solely responsible to pay those expenses.

40. That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, it is fair and reasonable that the party in default be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

41. That the parties agree that the Settlement Agreement is a complete settlement of all rights either party may have in the others property, whether presently existing or hereafter acquired.

42. Compliance. Each party should be obligated to cooperate with all provisions of any Decree resulting from this action, and should the other party be required to seek the Court's assistance in enforcing the decree, the non-compliant party should be responsible for attorney fees incurred by the party seeking enforcement.

43. Taxes. The parties filed taxes jointly for 2025. Moving forward, the parties will file separately.

44. The Agreement satisfies any and all existing claims between the parties which exist as of the date of execution of the Agreement.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order. **

APPROVAL AS TO FORM FOR ENTRY WITH THE COURT:

/s/ Jaclyn Millward (signed w/permission via email)

Jaclyn Christine Millward

Petitioner

Date: July 22, 2026

/s/ Travis Millward (signed w/permission via email)

Travis Sterling Millward

Respondent

Date: July 15, 2026

2CERTIFICATE OF SERVICE

I hereby certify that on this the 23rd day of July 2026, that I served true and correct copies of the foregoing **Decree of Divorce** via email to the following:

Jaclyn Christine Millward
Petitioner
Email: jaclynmillward@gmail.com

Travis Sterling Millward
Respondent
Email: travismillward@mac.com

HOLMAN LAW PLLC

By: /s/ David T. Holman
David T. Holman
Attorneys for Respondent
Travis Sterling Millward