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IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF DAVIS, STATE OF UTAH, FARMINGTON DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF: BENJAMIN GLADWELL and KATHRYN GLADWELL	DECREE OF DIVORCE Case No.: 254701550 Judge: Joseph Bean Commissioner: Christina Wilson
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Petitioner, Benjamin Gladwell ["Ben"] having filed a *Petition for Divorce* against Respondent, Kathryn Gladwell ["Kathryn"]; Kathryn having filed an *Answer and Counter Petition*; and the parties having reached a final resolution by filing a *Stipulation and Property Settlement Agreement* ["Stipulation"] resolving all issues **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE**: That Ben and Kathryn [collectively "parties"] are granted a *Decree of Divorce* ["Decree"] on the grounds of irreconcilable differences the same to become final upon entry.
2. **NAMES**: Because the parties share the same last name, they are referred to by their first names to avoid confusion, meaning no disrespect by the apparent informality to-wit: Ben

and Kathryn. *Janson v. Janson*, 2019 UT App 106.

3. **MARRIAGE**: The parties are husband and wife, having been married on or about May 5, 2021, in Davis County, Utah. The parties separated on or about September 6, 2025.
4. **CHILDREN**: This Decree pertain to the following children born to the parties to-wit: Presli Gladwell, born August 9, 2013; and Tristyn Gladwell, born April 25, 2022 [hereinafter individually referred to as “Presli” and “Tristyn”, respectively, and individually or collectively referred to as “child” or “children” regardless of singular or plural].
5. **CUSTODY AND PARENT-TIME**:
 - a. **Legal custody**. The parties shall be awarded joint legal custody of the child as outlined in the Parenting Plan section herein.
 - b. **Physical Custody**. The parties shall be awarded joint physical custody of the child as outlined in the Parent-time Schedule outlined herein below.
6. **PARENT-TIME SCHEDULE**: The parties shall exercise parent-time with the child as they can agree. If the parties cannot agree, they shall exercise parent-time as follows:
 - a. **Regular Parent-time**. The parties will have equal [50/50] parent time with the children. The regular weekly parent-time shall rotate between Week 1 and Week 2—Ben exercising parent-time every Monday, Thursday, Friday, and every other Sunday; Kathryn exercising parent-time every Tuesday, Wednesday, Saturday, and every other Sunday—as indicated in the table below. The parent-time exchanges shall occur with the parent ending parent-time ensuring the minor child is transported to school and the parent beginning parent-time ensuring the minor child is picked up from school. When

school is not in session, however, the parent-time exchange shall occur at 5:00 p.m. at the residence of the parent ending their parent-time.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Ben	Kathryn	Kathryn	Ben	Ben	Kathryn	Kathryn
Week 2	Ben	Kathryn	Kathryn	Ben	Ben	Kathryn	Ben

- b. **Future Work Schedule Changes.** The parties acknowledge that Ben's current employment schedule is expected to change on an annual basis. The parenting schedule set forth herein is based upon Ben's current work schedule and provides for equal parent-time. If Ben's work schedule changes in the future, the parties shall confer in good faith and cooperate to modify the parenting schedule to maintain an equal [50/50] division of parent-time while accommodating Ben's new employment schedule. The parties shall exchange Ben's updated work schedule as soon as practicable after it becomes available and shall meet and confer within three [3] days to implement an adjusted schedule.
- c. **Holidays.** In addition to the Regular Parent-time contemplated herein above, the parties shall exercise holiday parent-time as they can agree. If they cannot agree, they shall follow the holiday parent-time schedule set forth below, which takes precedence over any foregoing parent-time:

Kathryn	Ben	Holiday and Time
Even	Odd	Martin Luther King Jr. Holiday Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Odd	Even	President's Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Even	Odd	Spring Break 6:00 p.m. on the day that school is dismissed for Spring Break until 7:00 p.m. on the day before school resumes
Odd	Even	Memorial Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.

Each Year	--	Mother's Day 9:00 a.m. to 7:00 p.m. on the holiday
--	Each Year	Father's Day 9:00 a.m. to 7:00 p.m. on the holiday
Even	Odd	July 4th July 3rd at 6:00 p.m. until July 5th at 6:00 p.m.
Odd	Even	July 24th July 23rd at 6:00 p.m. until July 25th at 6:00 p.m.
Even	Odd	Labor Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Odd	Even	Columbus Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Even	Odd	Fall Break 6:00 p.m. on the day that school is dismissed for Fall Break until 7:00 p.m. on the day before school resumes.
Odd	Even	Halloween October 31st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Even	Odd	Veteran's Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Odd	Even	Thanksgiving beginning when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Even	Odd	First Half of Christmas Vacation , including Christmas Eve and Christmas Day beginning when school is dismissed for the holiday until December 27th at 7:00 p.m.
Odd	Even	Second Half of Christmas Vacation , December 27th at 7:00 p.m. until the day before school resumes at 7:00 p.m.
Even	Odd	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m.
Odd	Even	Child's actual birthday from 3:00 p.m. until 9:00 p.m.

- d. **Extended Parent-time.** In addition to the parent-time contemplated above, each parent is entitled to extended parent-time during the summer, when each child is not in school, as follows:
- i. Each parent is entitled to two [2] weeks of uninterrupted summer parent-time during the summer months, when school is not in session.
 - ii. In calendar years ending in an even number, Kathryn shall notify Ben in writing of the dates they will be exercising their summer parent-time by April 1st and Ben shall notify Kathryn of the dates they will be exercising their summer parent-time by April 15th. In calendar years ending in an odd number, Ben shall notify Kathryn

in writing of the dates they will be exercising their summer parent-time by April 1st and Kathryn shall notify Ben of the dates they will be exercising their summer parent-time by April 15th. If the party with first option doesn't provide written notice by April 1st, the other parent shall be entitled to first option. The summer parent-time cannot interfere with the other parent's holiday parent-time.

- b. **Relocation**. A party moving more than 150 miles from the child's current primary residence shall comply with Utah's relocation statute, Utah Code Annotated ["Utah Code"] § 81-9-209.
 - c. **Out of State/Country Travel**. The parties must discuss and agree on any out of state or country travel and provide the other party with an itinerary of where the child will be and contact information for emergencies. The parties agree to fully cooperate with each other if the child requires a passport for out of the country travel.
2. **PARENTING PLAN**: The following parenting plan ["Parenting Plan"] shall govern the parties [otherwise referred to in this Parenting Plan as "parent" or "parents"] to-wit:
- a. **General Guidelines**.
 - i. **Court Orders Govern**: The parents recognize they must follow this Parenting Plan and other applicable court orders in this case and that neither parents gets to make their own rules at any point.
 - ii. **Flexibility in Co-Parenting**: The parents understand that flexible co-parenting reduces conflict and creates a healthy environment for the child. Therefore, the parents shall be reasonably flexible in co-parenting the child.

- iii. Speaking Positively about the Other Parent: The parents shall acknowledge that speaking negatively of the other parent only harms and confuses the child. The child views themselves as half of each parent. Therefore, the parents will speak well of the other parent in front of the child. The parents will not malign or speak negatively of the other parent to the child, nor will they speak negatively of the other parent to any third-party where there is any risk of the child hearing what is being said. The child does not need to hear about character flaws of the other parents.
- iv. The Child is Not a Tool for Discovery: The parents shall not question the child about the other's personal relationships, financial spending, or otherwise use the child as a tool for discovery or spying on the other parent.
- v. The Child is Not a Counselor: The parents shall not use the child as a confidante to counsel with about their own personal problems, especially if the problem is related to the other parent.
- vi. The Child is Not a Messenger: The parents shall not use the child as a messenger. Any issues that need to be discussed must be discussed between the parents, outside the presence of the child.
- vii. Increased Flexibility as the Child Grows: As the child grows up and matures, their needs and interests will change. The parents will use their best efforts to coordinate with one another to ensure the child can engage in those appropriate activities they find most fulfilling. The parents shall understand that as the child gets older they may require more freedom and the parents may need to be more flexible, avoiding

placing the child in the middle of a tug-of-war between them. Nevertheless, absent an agreement between them, the parents must follow this Parenting Plan and other applicable court orders, if any.

- viii. Advisory Guidelines: The Advisory Guidelines of Utah Code § 81-9-202 shall be binding upon the parents. If any inconsistency between this Parenting Plan and the Advisory Guidelines are found, however, this Parenting Plan shall govern.

b. **Communication & Information.**

- i. Co-Parent Communication: Communication about “adult issues” [such as “major decisions” as defined herein below] shall occur between the parents only; this includes a requirement for the parents to continue to communicate with one another directly and not through any potential future spouse, significant other, or any other third-party that may come into the life of the child—unless otherwise mutually agreed by both parents. Similarly, the parents shall not include their potential spouse, significant other, or a third-party in the discussions between the parents about the child. Communication between the parents shall be peaceful, civil, and non-abusive.
- ii. Child Communications: Both parents shall be entitled to reasonable, uninterrupted telephone, virtual, text, or other reasonable contact with the minor child at reasonable hours and for reasonable durations [which shall be based upon the child’s abilities, interests, schedules, and willingness to participate] while the other parents is exercising parent-time with the child. Similarly, each parents shall enjoy

mail and email contact with the child. The child is free to initiate reasonable contact with each parent and shall have reasonable access to their phones.

- iii. Response Time and Frequency of Communication: When a parent receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within twenty-four [24] hours. However, the parents shall not be overbearing or excessive in the length or frequency of their messages. They shall only communicate with each other when necessary, communications shall be focused on the child, and they shall avoid pettiness and disputes—understanding that sometimes messages can be read in a negative tone or manner that was not intended by the other parent.
- iv. Relationships with the Child 's Support Personnel: Each parent is responsible for creating their own relationships with the child's teachers, doctors, coaches and friends, and shall not rely on the other parent's relationship with these individuals. Each parent shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other parent to fulfill this provision [especially if the other parent does not have access to obtaining such information themselves]. Moreover, the parents shall freely exchange information pertinent to the child consistent with this Parenting Plan, or when asked by the other parent.
- v. Child 's Illnesses: A parents shall notify the other parent immediately in the event of a medical emergency or when the child is ill and requires medical attention. If

child is in the ER both parents are allowed to be there for the child 's comfort and support, however no communication will be present between the parents. The parents shall not use the child 's illnesses as an excuse to interfere with parent-time. Both parents are competent to care for the child during illness. Nevertheless, the child's comfort shall be placed ahead of the parents own respective desires. As necessary, parents will give details on medication for the child and any dosages that have been or may need to be administered. Each parents shall administer medicine as instructed by the child's medical or other professional.

- vi. Access to Information: Each parent shall have absolute and complete access to all educational and medical records of the child. Each parent shall be listed as a parent on the child 's school, medical, extracurricular, religious, and all other records.

c. Activities.

- i. Attending the Child 's Activities: Both parents have the right to know about and attend all school, religious, and extra-curricular activities of the child, regardless of whether such activities occur during their parent-time schedule.
- ii. Calendaring Activities: The parents shall use a shared calendar [i.e. Google Calendar, OFW Calendar] to track the child 's school, religious, extra-curricular, or any other activity parents typically attend, as well as the child 's doctor, dental, or other similar appointments. These events shall be calendared by the parent within twenty-four [24] hours of receiving notice.
- iii. Child 's Attendance at Special Events: The parents shall make reasonable efforts for the child to attend special family functions. Neither parent 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]. The parent requesting such an accommodation shall provide options for make-up parent-time with their request so the other parent does not lose parent-time.

- iv. Listening to the Child 's Interests Regarding Activities: It is both parents' responsibility to ensure that the child has the opportunity to be exposed to many good activities. Where either parent withholds exposure because they don't want to lose their child to such activities, it is ultimately the child who loses. Therefore, it is encouraged that both parents cooperate and listen to the child's wishes and desires regarding the activities the child would like to participate in. Both parents recognize that the activities the child is involved in must be comfortable for the child and that the parent's preferences, interests, and needs are inferior.
- v. Parents' Discussion about Potential Activities: Where a conflict in parent-time is likely to arise because of the child's enrollment in an activity, the parents shall discuss any proposed changes to the parent-time schedule with the other parent prior to talking with the child about such activity that they want them to be involved in.
- vi. Joint Enrollment of the Child in Activities: The parents shall agree on at least one extracurricular activity for the child—unless the child, of their own volition, elects to not do an extracurricular activity. Parents should split the costs of the agreed upon extracurricular activities. If one parent is unable to pay, but the other is, the

party that is capable shall cover the cost. Any changes to the child's extracurricular activity shall be mutually agreed upon before such changes are implemented._

A) That until Tristyn is seventeen [17] years of age, he shall not participate in tackle football, including tackle football sponsored by a school, recreational league, club, flag football, or any other organized program, unless the parties otherwise mutually agree in writing. Accordingly, each parent shall ensure that Tristyn is not enrolled in or permitted to participate in tackle football during that parent's custodial or parent-time periods. Neither parent shall execute any registration, waiver, consent, or other document authorizing the child's participation in tackle football without the prior written agreement of the other parent. That upon turning seventeen [17] years of age, Tristyn shall be able to choose whether he would like to participate in tackle football.

B) If reimbursement is necessary, proof of payment shall be provided by the parent incurring the expenses to the other within thirty [30] days of incurring the same.

d. **Decision Making/Dispute Resolution.** The parents shall make major decisions together and give good faith consideration to the views of the other regarding such, as follows:

i. Major decisions shall constitute significant decision involving medical, schooling, or religious issues. In such occasions, if the parents disagree, they shall seek input from treating physicians/educators. If the parents cannot agree on a decision after making a good faith effort to come to an agreed upon decision the parents shall utilize the input of the treating professional to guide the decision. If the parents still

cannot agree, then Kathryn shall have the presumptive decision-making authority. This level of authority shall allow Kathryn the right to make a preliminary decision that shall be communicated to Ben.

- ii. If Ben believes that the decision is contrary to the best interests of the child, they have the right to seek review thereof through court. Ben has the burden to demonstrate that the decision is contrary to the child's best interests. It shall not be sufficient to demonstrate that an alternative decision may also have been in the interest of the child. Prior to seeking review through the Court, however, the parents must attend one good faith session of mediation and the party seeking an alternative decision shall cover the cost associated therewith.

e. **Transportation, Travel, And Local Relocation.**

- i. **Pick-Up and Drop-Off:** Exchanges shall occur as the parents agree. If the parents cannot agree, the parent beginning their parent-time shall be responsible for picking the child up from a location agreed upon by the parties, or if they cannot agree the police station in Clinton, to begin their parent-time.
 - A) If a parent is late to the pick-up time, the violating parent shall provide the other notice and be required to pick-up/drop-off the child at the others residence within the hour of the exchange time.
 - B) The parents may send a third-party, approved upon by both parents in writing, in their stead to pick-up or drop-off the child. If a third-party is picking up the child, the party must notify the other and ensure the other has the name, phone number, and address of said individual—prior to the time of the exchange.

- ii. Importance of Being On Time: The parents recognize and understand that the other parent has plans, schedules, and other constraints on their time. Each parent shall be considerate of this by demonstrating routine timeliness. Any expected change in pick up time needs to be communicated at least twenty-four [24] hours in advance except in cases of emergency [including work emergencies]. And, if a parents is twenty [20] or more minutes late to picking up the child from the pick up location for their scheduled pick up time, the other parent shall not be required to wait around for the non-complying parent to arrive and, if necessary, communicate the need for the non-complying parent to pick up the child a location other than the compliant parent's residence.
- iii. Behavior During Parent-Time Exchanges: Parents shall keep communications positive during parent-time exchanges. The parents recognize that it is healthy for the child to see their parents have positive interactions with each other. Parent-time exchanges should be brief and without fanfare or drama. Parent-time exchanges are not the place to resolve disputes or discuss substantive issues regarding the child, regardless of whether the child can hear the conversation.
- iv. Traveling with the Child: The parents shall follow Utah Code § 81-9-202(19) with regards to travel and vacations with the child. Namely, whenever the child travels with either parent, all of the following will be provided to the other parent: [a] an itinerary of travel dates; [b] destinations; [c] places where the child or traveling parent can be reached. When travelling, the parent will make reasonable efforts to

facilitate communication with the other parent. If the child requires a passport for travel, both parents will assist in obtaining such passports.

- v. Change of Contact Information: The parents shall provide one another with current contact information within twenty-four [24] hours of any local change of address, a new telephone number, or new email address.
- f. **Joint Financial Obligations of Child**. Except for medical expenses, as contemplated below, the parties shall equally provide for the child's financial needs and each parent is liable only for 50% of the share of the relevant expense. Pursuant to Utah Code § 15-4-6.7, collection and billing of the parties respective financial obligation to the child shall occur as follows:
 - i. If necessary, the parents shall provide any medical or dental provider described in Utah Code §§ 26B-9-224 and/or 81-6- 202 a copy of the Decree, and the provider shall:
 - A) At or before the time the provider renders medical or dental services to the child, and upon request from a parent, separately bill each parent for their respective share of the medical and dental expenses that the parent is required to pay under the Decree; or
 - B) Within thirty [30] days after the day on which the provider renders the medical or dental service to the child, may not:
 - a. Make a claim for unpaid medical and dental expenses against a parent who has paid in full their share of the medical and dental expenses that the parent is required to pay under the Decree; or

- b. Make a negative credit report under Utah Code § 70C-7-107, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full their share of the medical and dental expenses that the parent is required to pay under the Decree.
 - ii. The parents shall provide any service provider relevant to the child's school and extracurricular fees, as contemplated in Utah Code §§ 81-4-204 or 81-4-406 [only include § 81-4-406 if it's a divorce], a copy of the Decree, and the provider shall:
 - A) Before the day on which the provider first issues a bill for such expense, and upon request from a parent, separately bill each parent for the share of the expense that each parent is required to pay; and
 - B) May not make a negative credit report under Utah Code § 70C-7- 107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order.
 - iii. Notably, a provider may bill a parent for that parent's share of a child's expenses regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of such expenses.
- g. **Mutual Restraining Orders.**

- i. Communication: The parents are mutually restrained from threatening, harassing and stalking each other; and all communication should be civil in nature. The parents' communication should be in reasonable duration and in length. Generally, the parents will wait until the other parent has had a chance to respond before sending another message with the same communication. However, if a reasonable amount of time has passed that parent can send a follow-up request, but at no time should a parent ever bombard the other with requests on the same issue. It is expected that all requests should be responded to in a reasonable amount of time. The parents' communication should be limited to child related issues. The parents will not attempt to influence the child through reward, punishment or guilt. The parents will not involve the child in legal disputes.
- ii. Our Family Wizard: The parents' communication about the child shall primarily occur through the parenting application, Our Family Wizard ["OFW"]. Such communications shall occur, as follows:
 - A) The parents shall use the shared calendar in OFW to track the child's school, religious, extra-curricular activities, and/or any other activity parents typically attend, such as doctor, dental, or other similar appointments.
 - B) The parent scheduling appointments or events and/or receiving notice of such on behalf of the child shall be required to update the shared OFW calendar with such information within twenty-four [24] hours of receiving of the same.

- iii. Harassment: Both parents shall be mutually restrained from harassing, annoying, or otherwise bothering the other parent, or from committing any domestic violence or abuse against the other.
- iv. Disagreements: The parents shall not involve the child in their legal disputes, financial matters, parent-time, and/or custody issues. The parents shall not attempt to influence the child or the child's preference with respect to issues of custody and or parent-time, either by reward, or punishment, or guilt. Accordingly, neither parent is allowed to withhold the child from attending parent-time with the other if the child does not want to go.
- v. Discipline: All discipline of the minor child shall be reasonable, age-appropriate, and non-physical, and shall be designed to teach, guide, and protect the child rather than to punish. Accordingly, the parents shall discipline the child, as follows:
 - A) Neither parent, nor any person acting on behalf of a parent, shall engage in corporal or physical punishment of the child under any circumstances. For purposes of this Parenting Plan, "corporal or physical punishment" includes, but is not limited to: striking, spanking, slapping, hitting, pinching, shaking, biting, pulling hair, throwing objects at the child, forcing physical exertion [beyond age-appropriate activity], physically restraining the child except when necessary to prevent imminent harm, or any use of physical force intended to cause pain, discomfort, or humiliation.
 - B) Neither parent shall withhold food, water, medical care, shelter, clothing, or other basic necessities as a form of discipline. Sending a child to bed without

an age-appropriate meal, denying medically necessary care, or otherwise depriving the child of basic needs as a disciplinary measure is expressly prohibited.

- C) Neither parent shall subject the child to degrading, humiliating, or terrorizing verbal discipline, including but not limited to threats of abandonment, threats to harm the child or the child's caregiver, name-calling intended to demean the child, or any discipline that causes excessive fear, emotional trauma, or psychological injury.
- D) Acceptable discipline shall be limited to non-physical methods that are designed to instruct and correct, including without limitation: [a] clear, age-appropriate explanations and instruction; [b] setting and consistently enforcing predictable limits and routines; [c] natural consequences and logical consequences that are reasonably related to the misbehavior; [d] brief, supervised time-out consistent with the child's age and developmental level; [e] loss of privileges that are reasonable, limited in duration, and proportionate to the misbehavior; and [f] positive reinforcement and specific praise for desired behaviors.

- vi. Third -parties: Both parents shall be mutually restrained from inducing or allowing any third-party individuals to do what they themselves are prohibited from doing under this Parenting Plan and shall have the affirmative duty to use his or her best efforts to prevent such third-parties from committing such violations, or shall remove the child from such circumstances if they occur. Each parent shall control

their own extended family and ensure that their conduct and behavior around the child are consistent with these terms. The parents shall be responsible to mitigate any third-party interference in matters related to their child.

A) The parties shall ensure the minor child have no contact with the following individuals: Bobby Puente, Brianna Mae Mark, and Eric Walters, including any aliases, assumed names, nicknames, or other names by which any of these individuals may be known or identified.

B) The minor child shall not be left alone in the care, custody, or supervision at any time, with the following individuals: Blake Gladwell. Any contact shall occur only while Ben or another competent adult is personally present and actively supervising the child and Ben shall notify Kathryn that such contact will occur, prior to its occurrence.

vii. Stepparents and Significant Others: The parents shall value the positive aspects of the potential stepparents and significant others of the other parents [collectively “significant others”] and will likewise ensure any significant others that they introduce to the relationship does not overstep their limited role. The role of a significant other is to support, not supplant, the child’s biological parents.

viii. Right of First Refusal: If either parent cannot be with the child during their parent-time for more than four [4] hours, then the other parent may exercise the right of first refusal [“RoFR”] before any surrogate care is utilized. If the other parent is not available to exercise their RoFR, then all the following information shall be provided to said other parent, prior to obtaining a surrogate care provider:

- A) Dates and times the relevant parent will be available;
 - B) Name and contact information of proposed surrogate care provider;
 - C) Location of where the child will be during the period of absence; and
 - D) Any other reasonable information requested of the other parent.
- ix. School and Homework: The parties acknowledge that continuity and stability in the child's education are in their best interests, as follows:
- A) Presli shall remain enrolled in and attend the school serving her current school district for so long as she is eligible to attend that school and its feeder schools. When Tristyn begins school, he shall attend the school consistent with the district in which Presli attends;
 - B) Neither parent shall withdraw, transfer, enroll, or otherwise cause the child to attend a different school or school district without the prior written agreement of the other parent or further order of the Court. Rather, the parties shall cooperate in maintaining the child's enrollment in their current school district and shall execute any documents reasonably necessary to facilitate the children's continued attendance in such school(s). A parent's change of residence shall not, by itself, require or permit a change in the children's school district; and
 - C) That the child school schedule and education expectations requires attentiveness to details—such as completing homework on time, getting the child to school on time, and communicating with one another about schooling expectations with their teachers/counselors. Thus, the parents shall work

together to help the child excel in their academics by equally sharing in all reasonable and necessary costs associated with school curriculum. Moreover, other than for special occasions, the child shall complete all homework immediately after school before playing with friends, watching tv, games, etc.

- x. Hygiene: The parents recognize the importance of maintaining appropriate hygiene for the child—to promote their health, well-being, and social development. Both parents shall each, during their respective parent-time, ensure that the child is bathed and/or showered regularly, that their hair is kept clean and groomed, that their teeth are brushed at least twice daily, and that their nails are trimmed as needed. The child 's clothing shall be clean, weather-appropriate, and in good condition. Additionally, that both parents shall ensure the child 's hands and face are kept clean, particularly before meals and after use of the restroom. The parents shall likewise communicate, as necessary, to ensure continuity of hygiene routines and to address any hygiene-related concerns promptly.
- xi. Personal Property of the Child: The minor child 's personal property, including but not limited to toys, books, electronics, cellular phones, and similar belongings, shall be permitted to travel freely between the parents' respective residences without restriction. The child shall be entitled to use and enjoy their personal belongings at their leisure, regardless of which parent purchased the items or in which household the items originated. Neither parent shall intentionally withhold the child 's personal property from the other parent's home, except for items that pose a legitimate safety concern. Both parents shall take reasonable care to ensure

that the child's property is maintained in substantially the same condition, accounting for normal wear and tear that may occur over time. These provisions do not preclude the parties from establishing house rules while the children are in their respective care.

h. **Conclusion.** If the court finds either parent's actions to be dishonest, deceptive or frivolous, or them in non-compliance of this Parenting Plan, then it should sanction them. Each parent shall routinely review each and every provision of this Parenting Plan and ignorance shall not be a permissible defense to violations of such.

3. **CHILD SUPPORT:** Kathryn is currently not working but agreeable to impute her income. Ben is employed. That for child support purposes Kathryn's gross monthly income is imputed at \$4,650; Ben's gross monthly income is imputed at \$8,495. That for child support purposes Kathryn is awarded 182 overnights and Ben is awarded 183 overnights. Based on the child support worksheet, Ben's child support obligations to Kathryn shall be \$274 per month. Child support will begin on August 1, 2026.

a. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable via one lump-sum or one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

4. **HEALTH INSURANCE:**

a. **Apportionment of Medical Insurance Premium.** Ben shall maintain the current health

insurance for and on behalf of the minor child that was had at the time of this Decree, as it is available through his employment. So long as Ben is employed at his currently employment with the current benefits at Associated Food Stores, Ben shall be individually responsible for, and shall timely pay, all reasonable and necessary medical insurance premiums required under Utah Code § 81-6-208 and incurred on behalf of the minor children. In the event Ben does not work at his current employment, he shall make arrangements to ensure the children are covered pursuant to such statutory requirements.

- b. **Out-of-Pocket Costs.** Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the child consistent with the Joint Financial Obligations of Child outlined in the Parenting Plan.
 - c. **Reimbursement.** Taking into consideration the allocation of expenses contemplated in the Parenting Plan outlined above, if a party incurs an expenses on behalf of the other, the party who incurs health care expenses shall provide written verification of the cost and payment to the other party within thirty [30] days of payment. The other party shall reimburse their one-half within thirty [30] days of receipt of the verification.
5. **CHILD RELATED INCOME TAX DEDUCTIONS:** The parties shall alternate claiming the children. In even-numbered years, Kathryn shall claim Tristyn and Ben shall claim Presli. In odd-numbered years, Kathryn shall claim Presli and Ben shall claim Tristyn. As a child of the parties reaching the age at which they are no longer a qualifying minor dependent under the terms of the parties' Decree, the parties shall alternate the remaining

child with Kathryn claiming the remaining child in even years and Ben claiming the remaining child in odd years.

- a. Consistent with Utah Code § 81-6-210, if Ben is not current in their child support obligation the tax exemption shall automatically revert to Kathryn—meaning Kathryn shall claim both. That the parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor child when he/she is entitled to the tax benefit.

6. **PERSONAL PROPERTY**: That Kathryn is awarded the personal property currently in her possession and Ben is awarded the personal property currently in his possession.

7. **BANK ACCOUNTS**:

- a. That Kathryn is awarded the bank accounts currently under her exclusive control and Ben is awarded the bank accounts currently under his exclusive control.
- b. That any other bank account asset that is considered a marital asset 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.
- c. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.
- d. All property shall be exchanged within sixty [60] days of the entry of the Decree.

8. **DEBTS**:

- a. That the parties shall pay any and all debts incurred in their individual name.
- b. That Kathryn shall be responsible for the following individual debts, to-wit:

- i. America First Credit Union ["AFCU"], Account # 3296
 - A) AFCU Personal Loan 1;
 - B) AFCU Auto Loan 3;
 - C) AFCU, Visa Classic;
 - D) AFCU Line of Credit.
 - ii. JP Morgan Chase, Account # 0714
 - iii. Synchrony Bank; and
 - iv. CapitalOne, Account # 5167.
- c. That Ben shall be responsible for the following individual debts, to-wit:
- i. Utah Emergency Phys, PC, for Tristyn's medical care, totaling \$186.81; and
 - ii. Morgan Jewelers Loan, as it relates to the jewelry Ben purchased prior to separation, Account # 6782, with a past due balance of \$2,652.57 remaining.
 - iii. IRS Tax debt, with a past due balance of approximately \$2,700 remaining; and
 - iv. Any current/future amounts owed for the child's braces, notwithstanding the division of medical expenses identified herein above.
- d. That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.
- e. That each party shall indemnify and hold harmless the other from any debts they are individually responsible for in the Decree. If either party has or does pay any portion of the other parties debts outlined above, such party may seek reimbursement from the

other by providing proof of payment and the other shall reimburse them within thirty [30] days of receiving the same.

- f. That the payment of the debts set forth above is non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

9. **RETIREMENT BENEFITS**: That the parties shall equitably divide their retirement accounts, as follows:

- a. That the parties shall equitably divide any remaining retirement accounts by dividing $\frac{1}{2}$ of all growth and principal of the account that accrued during the course of the marriage; any pensions shall be divided pursuant to the *Woodward* formula. A Qualified Domestic Relations Order ["QDRO"] shall issue from this Court to assist the parties in dividing the foregoing, as follows:
 - i. Division Date will be the parties' date of the Decree.
 - ii. Rori Hendrix shall prepare the QDRO and the parties shall equally pay all fees associated therewith within sixty [60] days of receiving documentation of the same.
 - iii. The parties shall exchange this information within sixty [60] days of the entry of the Decree.
 - iv. That if any specific language is required to effectuate these terms the parties shall cooperate in amending any order accordingly.

10. **ALIMONY**:

- a. That neither party is awarded alimony from the other, now and forever in the future.
- b. That neither party owes the other any past-due accrued alimony.

11. **MAIDEN NAME**: That Kathryn is restored to her maiden name of Kathryn Louise Simmons, if she so desires.
12. **ATTORNEYS FEES**: That each of the parties shall pay their own attorney fees and court costs if this matter.

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

Approved as to form and content:

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

/s/Daniel Murphy
Daniel Murphy
Attorney for Benjamin Gladwell

RULE 7 NOTICE

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

DATED July 28, 2026.

Farr Cragun & Berube, P.C.

/s/ Jon L. Yukon
Jon L. Yukon
Attorney for Kathryn Gladwell

CERTIFICATE OF SERVICE

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

Daniel Murphy
daniel@mdmurphyllaw.com

☒ E-Mail
☐ Facsimile
☐ Hand delivery
☐ E-Filed

The foregoing was performed on July 23, 2026.

/s/ Ashley Warner

Law Clerk