



BRADLEY A. SCHMIDT (Bar No. 16155)
SCHMIDT LEGAL GROUP, PLLC
747 E. South Temple, Suite 115
Salt Lake City, Utah 84102
Telephone: (801) 678-5558
Facsimile: (801) 660-2495
brad@ifschmidthappens.com

Counsel for Sara Gustafson

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

In the Matter of the Marriage of BENJAMIN GUSTAFSON & SARA GUSTAFSON.	DECREE OF DIVORCE Case No. 254700195 Honorable David J. Williams Commissioner Christina Wilson
--	--

Before the Court is the *Petition for Divorce* of Benjamin Gustafson, which was filed on February 10, 2025. See Filing No. 1. A *Verified Counter-Petition for Divorce and Proposed Parenting Plan* was filed by Sara Gustafson on March 14, 2025, which is also before the Court. See Filing No. 16. On April 3, 2026 the parties participated in a judicial settlement conference conducted by the Honorable Blaine E. Rawson. During that judicial settlement conference, the parties entered into a settlement agreement, which was subsequently filed with the Court on August 13, 2026. See Filing No. 49. The mandatory waiting period under Utah Code Ann. § 81–4–402(3)(a) has expired. The Court has reviewed the matter. Having accepted the parties’ settlement and having entered its *Findings of Fact and Conclusions of Law*, **THE COURT HEREBY ORDERS:**

1. **Marriage:** Benjamin and Sara were married on May 1, 2009, in Bountiful, Davis County, State of Utah.
2. **Separation:** Benjamin and Sara separated on or about May 20, 2024.
3. **Children:** Sara and Benjamin have three (3) minor children together, identified as follows: S.A.G., born February of 2011; A.D.G., born August of 2013; and V.I.G., born February of 2016 (hereafter “Minor Children”).
4. **Divorce:** Benjamin and Sara are granted a divorce on the grounds of irreconcilable differences of the marriage.
5. **Legal Custody:** Benjamin and Sara are awarded joint legal custody.
6. **Physical Custody:** Initially, Sara is awarded sole physical custody. As soon as parent-time transitions to Utah Code Ann. § 81–9–303, Benjamin and Sara shall be awarded joint physical custody.
7. **Parent-Time:** The parties will engage in family systems therapy with a mutually agreed-upon therapist. A therapist shall be selected by August 15, 2026.
8. The family therapist will ultimately recommend the timing, duration, and advancement of each phase based on the Children’s therapeutic needs and progress. The therapist may recommend to accelerate or extend any phase as clinically appropriate. The parties will follow any reasonable recommended parent-time.
9. **Anticipated Schedule for S.A.G. and A.D.G.**
 - A. From August 1, 2026 through September 30, 2026, Benjamin shall exercise parent-time every other Saturday from 9:00 a.m. to 8:00 p.m.

- B. From October 1, 2026 through November 30, 2026, Benjamin shall exercise parent-time every other weekend from Saturday at 9:00 a.m. to Sunday at 8:00 p.m., including one overnight.
- C. From December 1, 2026 through January 31, 2027, Benjamin shall exercise parent-time pursuant to Utah Code Ann. § 81–9–302.
- D. From February 1, 2027 through July 31, 2027, Benjamin shall exercise parent-time pursuant to Utah Code Ann. § 81–9–303.
- E. From August 1, 2027 and continuing thereafter, Benjamin shall exercise parent-time pursuant to Utah Code Ann. § 81–9–305.

10. Anticipated Schedule for V.I.G.

- A. From August 1, 2026 through January 31, 2027, Benjamin shall exercise parent-time every other weekend from Friday after school to Sunday at 8:00 p.m. On alternating weeks, Ben shall have one mid-week overnight parent-time.
- B. From February 1, 2027 through July 31, 2027, Benjamin shall exercise parent-time pursuant to Utah Code Ann. § 81–9–303.
- C. From August 1, 2027 and continuing thereafter, Benjamin shall exercise parent-time pursuant to Utah Code Ann. § 81–9–305.

11. Therapeutic Oversight and Modification: This parent-time schedule is subject to therapeutic oversight. The family therapist shall have authority to recommend adjustments to the progression, including advancing or delaying transitions between phases. The parties will fully

participate in and facilitate therapy, and follow the therapist's recommendations in good faith unless otherwise ordered by the Court.

12. Holidays: Holiday parent-time shall be as the parties can agree. However, if the parties are unable to agree, the parties will follow the progression outlined below:

A. From August 1, 2026 through January 31, 2027, holiday parent-time shall be exercised pursuant to Utah Code Ann. § 81–9–302 as follows:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Benjamin	Sara
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Sara	Benjamin
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Benjamin	Sara

Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Sara	Benjamin
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Sara	Sara
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Benjamin	Benjamin
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Sara	Benjamin
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Benjamin	Sara
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Sara	Benjamin
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day	Benjamin	Sara
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Sara	Benjamin

Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Benjamin	Sara
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Sara	Benjamin
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Benjamin	Sara
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.	Sara	Benjamin
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Benjamin	Sara
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Sara	Benjamin
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Sara	Benjamin
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Benjamin	Sara

B. From February 1, 2027 and continuing thereafter, holiday parent-time should be exercised pursuant to Utah Code Ann. § 81–9–303 as follows:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Benjamin	Sara
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Sara	Benjamin
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Benjamin	Sara
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child;	Sara	Benjamin

	(b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Sara	Sara
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Benjamin	Benjamin
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Sara	Benjamin
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Benjamin	Sara
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Sara	Benjamin
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Benjamin	Sara
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day.	Sara	Benjamin

	(2) Holiday ends at 7 p.m. on Columbus Day.		
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Benjamin	Sara
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Sara	Benjamin
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Benjamin	Sara
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Sara	Benjamin
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Benjamin	Sara
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Sara	Benjamin
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Sara	Benjamin

Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Benjamin	Sara
--	--	----------	------

13. Virtual Parent-Time: Pursuant to Utah Code Ann. § 81–9–202(12), the parties will allow and not discourage the Minor Children to communicate with the party not exercising parent-time at reasonable times and reasonable durations and will give the Minor Children privacy during communication with the other party. The parties will not interfere with or monitor communication between the Minor Children and the other party.

14. Exchanges: Whenever possible, parent-time exchanges will occur at school. If the Minor Children are not in school or if school is not in session, parent-time exchanges will occur curbside.

15. Transportation: The party beginning their parent-time will be responsible for picking up the Minor Children. When parent-time exchanges are to occur at school, the party whose parent-time is ending will be responsible for dropping the Minor Children off at school.

16. Emergency Decisions: Pursuant to Utah Code Ann. § 81–9–203(11)(c), either party is able to make emergency decisions affecting the health or safety of the Minor Children. A party, who makes an emergency decision, will notify the other party of the decision as soon as reasonably possible.

17. Day-to-Day Decisions: Pursuant to Utah Code Ann. § 81–9–203(12), each party is able to make decisions regarding the day-to-day care and control of the Minor Children while the Minor Children are residing with that party.

18. Educational Plan: Pursuant to Utah Code Ann. § 81–9–203(11)(d), the following will apply:

A. The Minor Children will remain enrolled in their current schools and will continue in the applicable feeder school pattern associated with those schools. Neither party will enroll the Minor Children in a different school or alter the Minor Children's school enrollment without the prior written agreement of the parties or further order of the Court;

B. Both parties will work together—seeking the advice of relevant experts where possible—to make educational decisions in the best interests of the Minor Children. If the parties are unable to agree, the parties will follow the dispute resolution process below;

C. Both parties acknowledge that the Minor Children are currently experiencing attendance-related challenges. Each party shall use reasonable efforts to support the Children's regular and timely attendance at school, including remaining actively engaged with the Children's schools and complying with attendance plans, recommendations, and interventions established by the schools, absent illness, emergency, or circumstances beyond a party's reasonable control;

D. Both parties will have access to the Minor Children during school with both parties having authority to check the Minor Children out of school; and

E. Pursuant to Utah Code Ann. § 81–9–202(6), neither party may interrupt regular school hours for a school-aged child for the exercise of parent-time.

19. **Other Major Decisions:** For all other major decisions involving the Minor Children, including medical and religious matters, the parties will work together—seeking the advice of relevant experts where possible—to make decisions in the best interests of the Minor Children.
20. In the event that the parties are unable to agree on a major decision involving the Minor Children, the parties are required to attend mediation in good faith with a court-approved mediator before bringing the matter before the Court. Each party will be responsible for half (1/2) of the cost of mediation. If the matter is later brought before the Court, the Court may, in its discretion, reallocate the cost of mediation.
21. **Relocation:** If either party decides to move from the State of Utah or 150 miles or more from the residence of the other party, that party must provide reasonable advanced written notice of the intended relocation to the other party pursuant to Utah Code Ann. § 81–9–209.
22. **Travel:** If either party desires to take the Minor Children for any overnight period from that party’s residence, the party must provide a travel itinerary that complies with the provisions of Utah Code Ann. § 81–9–202(19).
23. **International Travel:** The parties shall have the right to travel internationally with the Minor Children during that parent’s designated parent-time, including travel to Italy, for vacation and to maintain the Children’s relationship with extended family.
24. The parties shall provide no less than fourteen (14) days’ advance written notice to the other party, which shall include the dates of travel, destination(s), and a general itinerary.
25. The non-traveling parent’s consent shall not be required for such travel, and that parent shall not unreasonably interfere with or attempt to prevent the Minor Children’s international travel consistent with this provision.

26. The parties shall fully cooperate in obtaining, renewing, and maintaining passports and any other necessary travel documents for the Minor Children. Upon request, each party shall execute any required documentation within five (5) days.
27. International travel shall not be used to permanently relocate the Minor Children or to circumvent the parent-time provisions of the Decree.
28. The parties must exchange information concerning the health, education, and welfare of the Minor Children, and where possible, confer before making decisions concerning any of these areas in accordance with Utah Code Ann. § 81–9–202(10).
29. The parties must notify each other of any special events involving the Minor Children such as school activities, church activities, sports events, graduations, etc., so that each of the parties have the option of attending the special event if possible. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
30. The parties must keep the other party informed as to their current residential address, home phone number, work phone number, cell phone numbers, email addresses, and other important contact information, including how to be reached in the event of an emergency.
31. **Communication:** Except for emergencies, the parties shall communicate exclusively through the coparenting app Our Family Wizard.
32. **Mutual Restraining Order:**

- A. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- B. The parties must treat each other with dignity and respect when in the presence of the Minor Children.
- C. The parties must be polite and behave maturely during the exchanges of the Minor Children.
- D. Neither party will use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.
- E. Neither party will send to the other party any abusive emails, texts, or voice mails.
- F. Each party is restrained from committing, threatening to commit, or engaging in any conduct that could reasonably be construed as any form of domestic violence or domestic abuse against the other party.
- G. Both parties are mutually restrained from harassing, annoying, or otherwise engaging in conduct that operates to unreasonably bother or interfere with the other.
- H. Both parties will not interfere with the employment of the other party in any way and will avoid the workplace of the other party.
- I. Neither party will be under the influence of illegal drugs or intoxicated when exercising parent-time with the Minor Children.

J. Each party is permanently restrained from discussing adult issues with the Minor Children, including finances, the status of this divorce case or divorce order, or disagreements regarding parent time issues, etc.

33. Affirmative Co-Parenting Duties:

A. Whichever party is transporting the Minor Children, the other party will be at the appointed time and place, and have the Minor Children ready to be picked up or have made reasonable alternative arrangements for the pick-up of the Minor Children.

B. Both parties will be supportive of the other party's role as a parent. Neither party will attempt to alienate the Minor Children in any way from the other party. Both parties have an affirmative duty to co-parent the Minor Children in a way that promotes the Minor Children's best interest.

C. Both parties must promote a healthy and beneficial relationship between the Minor Children and the other party.

D. Both parties will make reasonable efforts to ensure the Minor Children are not physically harmed by third-parties.

34. Child Support: For purposes of calculating child support, Benjamin has a gross monthly income of \$11,520.36.

35. For purposes of calculating child support, Sara has a gross monthly income of \$9,708.45.

36. From August 1, 2026 to January 31, 2027, child support shall be calculated pursuant to Utah's Child Support Guidelines (UTAH CODE ANN. §§ 81–6–101 *et seq.*) and utilizing Utah's

Sole Physical Custody Worksheet. For months one through six following the parties' Stipulation, Benjamin will pay Sara monthly child support in the amount of \$1,693.00.

37. From February 1, 2027 to July 31, 2027, child support shall be calculated pursuant to Utah's Child Support Guidelines (UTAH CODE ANN. §§ 81–6–101 *et seq.*) and utilizing Utah's Joint Physical Custody Worksheet. For purposes of calculating child support, Benjamin shall have 145 overnights, while Sara has 220 overnights. For months seven through twelve following the parties' Stipulation, Benjamin will pay Sara monthly child support in the amount of \$1,131.00.

38. From August 1, 2027 and continuing forward, child support shall be calculated pursuant to Utah's Child Support Guidelines (UTAH CODE ANN. §§ 81–6–101 *et seq.*) and utilizing Utah's Joint Physical Custody Worksheet. For purposes of calculating child support, Benjamin shall have 182 overnights, while Sara has 183 overnights. After month twelve following the parties' Stipulation, Benjamin will pay Sara monthly child support in the amount of \$163.00.

39. If the Family Systems Therapist recommends, and the parties agree, to a different parent-time schedule than stated above (either delayed or accelerated), child support shall modify according to the recommended/agreed upon schedule.

40. Child support payments will commence on August 1, 2026.

41. Payment of child support will be due 1/2 on the 5th of each month and 1/2 on the 20th of each month.

42. Unless the Court orders otherwise, support for a specific minor child will terminate at the time: (1) the minor child becomes 18 years of age or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later, or (2) the minor

child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, of the Utah Code.

43. Each party must notify the other party of any change in monthly income within thirty (30) days of the change occurring.

44. **Health and Dental Insurance & Expenses:** Pursuant to Utah Code Ann. § 81–6–208(3), the parties are ordered to provide medical, dental, and vision insurance for the Minor Child and should do so as long as it remains available at their place(s) of employment at a reasonable expense. The parties will work together to ensure the Minor Children are provided the best available coverage at the most reasonable expense.

45. If, at any point in time, the Minor Children are covered by the health insurance plans of both parties, the health insurance plan of Benjamin will be primary coverage for the Minor Children and the health insurance plan of Sara will be secondary coverage for the Minor Children. If a party remarries and the Minor Children are not covered by that party's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent will be treated as if it is the plan of the remarried party and will retain the same designation as the primary or secondary plan of the Minor Children.

46. If a party does not maintain insurance on behalf of the Minor Children, that party is responsible for one-half of the Minor Children's medical, dental, and vision insurance premiums.

47. Pursuant to Utah Code Ann. § 81–6–208(9), at any time when the parties are sharing the cost of the health, dental, and/or vision insurance premiums, the Minor Children's portion of the premiums will be a per capita share calculated by dividing the premium amount by the number of persons covered under the policy.

48. Pursuant to Utah Code Ann. § 81–6–208(3), the parties will divide equally all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay, and deductible expenses that are incurred on behalf of the Minor Children not covered by insurance.

49. Pursuant to Utah Code Ann. § 81–6–208(10)(c), the party who incurs medical expenses will provide the other party with written verification of the cost and payment of medical expenses to the other party within 30 days of payment.

50. Pursuant to Utah Code Ann. § 81–6–208(10)(d), the party who incurs medical expenses may be denied the right to receive credit for the expenses, or to recover the other party’s share of the expenses, if that party fails to provide written verification of the cost within thirty (30) days of payment, as set forth in Utah Code Ann. § 81–6–208(10)(c).

51. A party who incurs the medical expenses will be reimbursed within thirty (30) days of providing verification of the cost and payment to the other party.

52. Pursuant to Utah Code Ann. § 81–6–208(10)(a), the party providing insurance will provide verification of coverage to the other party upon initial enrollment of the Minor Children, and after initial enrollment, on or before January 2 of each calendar year. The party providing insurance will notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the party first knew or should have known of the change.

53. Pursuant to Utah Code Ann. §§ 15–4–6.7 and 81–3–105, when a court order has been entered providing for the payment of the Minor Children’s medical expenses pursuant to Utah Code Ann. §§ 81–4–204 or 81–6–208, or an administrative order under § 62A–11–326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses

against a party who has paid in full that share of the medical, dental, and vision expenses required to be paid by that party under the order, nor may the creditor make a negative credit report under Utah Code Ann. § 70C–7–107, or report of the debtor’s repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a party who has paid in full that share of the medical, dental, and vision expenses required to be paid by the party under the order.

54. Each party is ordered to send a copy of the final *Decree of Divorce* to any creditor for a particular medical, dental, or vision expense of the Minor Children, notifying the particular creditor of that party’s current address, and inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical, dental, or vision expenses required to be paid by that party under the order and also inform the particular creditor that it may not make a negative credit report under Utah law.

55. **Work-Related Child Care Expenses:** Pursuant to Utah Code Ann. § 81–6–209(1), Sara and Benjamin will equally share any reasonable work-related child care expenses for the Minor Children.

56. Absent a written agreement between the parties, work-related child care provided by family members or friends will be at no cost to the other party.

57. The parties will work together, where possible, to secure a single provider for any work-related child care for the Minor Children.

58. Pursuant to Utah Code Ann. § 81–6–209(2)(a), a party will begin paying that party’s share of work-related child care expenses on a monthly basis upon presentation of proof of the child care expense. The parties will pay the provider directly, if possible.

59. If the child care expense ceases to be incurred, that party will be permitted to suspend making monthly payment while it is not being incurred, and will be able to do so without obtaining a modification of the child support order.

60. Pursuant to Utah Code Ann. § 81–6–209(2)(c)(i), the party that incurs child care expenses will provide written verification of the cost and identity of the child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party.

61. Pursuant to Utah Code Ann. § 81–6–209(2)(c)(ii), the party that incurs child care expenses will notify the other party of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

62. **School Fees:** Absent a written agreement between the parties, each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school.

63. The parties will pay the school directly, if possible. If it is not possible, the party incurring the out-of-pocket school expense will submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or of receiving the verification of the incurred expense.

64. If it is not possible to pay the school directly, the party incurring the out-of-pocket school expense will be reimbursed by the other party within thirty (30) days of producing the school expense invoices, bills, receipts, and/or verifications.

65. **Extracurricular Activities:** Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket costs incurred for any mutually agreed-upon (in writing)

extracurricular activities that the Minor Children may be involved in. In determining the Minor Children's extracurricular activities, the parties will consider the best interests of the specific child. Neither party will unreasonably withhold their consent for the Minor Children to participate in extracurricular activities. If a party chooses to not consent to the registration for a particular extracurricular activity, that party will provide the other party with a written basis for why consent is not given.

66. The parties acknowledge that S.A.G. currently participates on the Layton High School swim team and the Layton Surfers competitive swim club. A.D.G. currently participates in Junior Jazz basketball, AYSO soccer, and a summer soccer camp. V.I.G. currently participates in tennis and volleyball.

67. The parties will pay the providers directly, if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs will submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the receipt/invoice.

68. If it is not possible to pay the providers directly, the party incurring the extracurricular activity out-of-pocket costs will be reimbursed by the other party within thirty (30) days of producing the extracurricular expense receipt or invoice.

69. A party who incurs an expense for an extracurricular activity without receiving prior consent from the other party is solely responsible for that expense.

70. If a party enrolls the Minor Children in an activity without the other party's consent, the activity must not infringe on the other party's parent-time and the enrolling party will pay the full cost.

71. Both parties are able to attend all of the Minor Children's extracurricular activities and the party who registers/signs up for the extracurricular activity will put the event on a co-parenting calendar within twenty-four (24) hours of receiving notice of the activity or any change.

72. **Child Tax Credit:** Commencing with the 2026 tax year, and so long as the Minor Child qualifies as exemptions, Sara will claim S.A.G., and V.I.G., while Benjamin will claim A.D.G. for all odd tax years. Commencing with the 2027 tax year, and so long as the Minor Child qualifies as exemptions, Sara will claim A.D.G., while Benjamin will claim S.A.G., and V.I.G. for all even tax years.

73. Either party wanting to claim the Minor Children for a particular tax year must be current on all child support obligations by December 31 of said tax year in order to claim the Minor Children as a tax exemption.

74. **2025 Taxes:** The parties will work with a tax professional to determine the best way to file their 2025 tax returns. They will equally share any return or deficit. For 2026 forward, the parties shall file separately.

75. **Alimony:** Neither party is awarded alimony, now or ever.

76. **Real Property:** During the course of the Marriage, Sara and Benjamin acquired the following real property:

855 East 575 North
Layton, Utah 84041

77. Sara is awarded the marital residence, subject to the provisions set forth herein.

78. Sara shall have six (6) months from entry of the final Decree to refinance the existing mortgage and remove Ben from any associated liability.

79. In the event Sara refinances the marital residence, the parties shall obtain an appraisal from a mutually agreed-upon licensed appraiser.

80. The appraised value shall be used as the fair market value of the residence for purposes of calculating equity.

81. To resolve all potential claims for arrearages, Benjamin shall grant Sara an offset against his share of equity in the amount of \$14,794.00.

82. Benjamin shall further grant Sara an additional offset against his share of equity equal to one-half (1/2) of the cost of the roof replacement required by the HOA. Sara shall provide a receipt of payment for the roof replacement by August 30, 2026.

83. If Sara refinances the marital residence, Benjamin's equity shall be calculated as follows:

- A. Appraised value minus the mortgage principal balance as of the date of filing;
- B. The resulting amount shall be divided equally between the parties;
- C. Sara's offsets, as outlined above, shall then be deducted from Ben's share to determine his final equitable interest.

84. In the event the marital residence is sold, Benjamin's equity shall be calculated as follows:

- A. Gross sale price minus costs of sale (including realtor commissions, necessary repairs, and closing costs), minus Mortgage Principal Balance as of the date of filing;
- B. The resulting amount shall be divided equally between the parties;

C. Sara's offsets, as outlined above, shall then be deducted from Ben's share to determine his final equitable interest.

85. Motor Vehicles: Each party will keep the vehicle in their current possession. Each party agrees to remain current on the loan associated with their vehicle and will indemnify the other party if any default occurs.

86. Premarital Property: Benjamin and Sara are each awarded the personal property each owned prior to the Marriage.

87. Inheritance, Heirlooms, and Gifts: All items or heirlooms received by inheritance or gift through a family-line are awarded as the sole property of the party who received the inheritance, heirloom, or gift.

88. Personal Belongings: Benjamin and Sara are awarded their own personal belongings.

89. Marital Property: Each party is awarded the marital personal property currently in their possession with exception to the motor vehicles, above, and financial accounts, below.

90. Any debt associated with an item of personal property is assumed by the party who is awarded the property. That party will hold the other party harmless on that debt in the event the debt on the item was incurred jointly.

91. Bank & Other Financial Accounts: Each party is awarded all financial accounts currently held in his or her individual name, including but not limited to checking, savings, investment, and retirement accounts, free and clear of any claim by the other party. The parties shall retain any funds currently held in their respective individual accounts.

92. The parties acknowledge the existence of a joint financial account. The joint account shall remain open solely for the purpose of facilitating payment of Sara's vehicle loan. Upon satisfaction of Sara's vehicle loan, the parties shall promptly close the joint account.

93. **Retirement & Investment Accounts:** Each party shall disclose and exchange documentation reflecting the balances of all retirement accounts held in his or her name as of February 10, 2025. All retirement accounts shall be valued as of February 10, 2025.

94. The parties' retirement accounts shall be equalized such that each party receives an equal share of the total combined value of all retirement assets as of the valuation date. The equalization amount shall be calculated by determining the difference between the parties' respective retirement account balances and dividing that difference equally. The party receiving his or her offset/equalized share of the retirement benefits shall satisfy any early withdrawal penalties from his or her share/payment and shall be responsible for any applicable tax payment associated therewith.

95. The Court shall enter any necessary orders to effectuate the equal division of retirement assets, including but not limited to a Qualified Domestic Relations Order (QDRO), if applicable. The party holding the account(s) subject to division shall cooperate in good faith in preparing and executing all documents necessary to complete the transfer. The party receiving the retirement funds shall pay any attorney's fees associated with preparing the QDRO.

96. **Debts:** The parties have no joint debts. Each party shall assume and be solely responsible for any debts incurred in his or her individual name, whether incurred before or after the date of separation. Each party shall indemnify and hold the other harmless from any liability, claim, or expense arising from such individual debts.

97. **Attorneys' Fees & Costs:** Benjamin and Sara are responsible for their own attorneys' fees and costs in this matter.

98. **Pre-Marital Name:** Sara shall be permitted to return to her pre-marital name of Panighel if she so chooses.

99. **Other Provisions:** If a dispute ever arises between the parties concerning the terms and provisions in this *Decree of Divorce*, they must first participate in good faith in at least one session of mediation prior to returning to court to resolve their dispute. Notwithstanding, this mediation requirement should not apply to a motion to address an emergency matter.

100. The parties must execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of this *Decree of Divorce*.

101. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of this *Decree of Divorce*, the prevailing party shall be entitled to reasonable attorneys' fees and costs to enforce the provisions of the Decree of Divorce.

*****Executed and Entered by the Court as Indicated by
the Date and Seal at the Top of the First Page*****

APPROVED AS TO FORM:

/s/ Travis J. Robertson

TRAVIS J. ROBERTSON

Counsel for Benjamin Gustafson

*(Electronically signed with permission of Travis J. Robertson
received via email.)*