



1David C. Blum #7814
CANYONS LAW GROUP
Attorneys for Petitioner
311 S. State St., Suite 350
Salt Lake City, UT 84111
Telephone: (801) 238-6500
Facsimile: (801) 238-6505
Email: David@CanyonsLaw.com

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

<i>In the matter of the marriage of:</i> MAX BRADSHAW, Petitioner, and EMILY BRADSHAW, Respondent.	DECREE OF DIVORCE Civil No. 264700941 Judge Joseph Bean Commissioner Christina Wilson
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THE ABOVE-CAPTIONED MATTER having come before the court upon motion, the Honorable Joseph Bean presiding. The Court, having entered its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS as follows:**

1. The parties are granted a divorce on the grounds of irreconcilable differences.

CUSTODY AND PARENT-TIME

2. Two children have been born as issue to these parties, to wit: Brooks, born November 2023, Walker, born March 2026.

3. The parties are awarded joint physical custody of the minor children pursuant to the following schedule:

a. Beginning immediately, the parties will exercise parent-time with Brooks on an equal 50/50 basis pursuant to a repeating 2/2/3 schedule.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Max	Max	Emily	Emily	Max	Max	Max
Emily	Emily	Max	Max	Emily	Emily	Emily

b. **Birth through Nine (9) Months.** Beginning immediately and continuing until Walker reaches nine (9) months of age, the parties shall follow the same repeating 2/2/3 schedule used for Brooks, except as follows:

i. During Petitioner's weekday parent-time, Walker shall remain with Petitioner until 7:30 p.m. No overnight shall occur during Petitioner's weekday parent-time.

ii. During Petitioner's weekend parent-time, Petitioner shall exercise parent-time with Walker on Saturday only for up to eight (8) hours, ending no later than 7:00 p.m. Walker shall not remain overnight during Petitioner's weekend parent-time.

c. **Nine (9) Months through Twelve (12) Months.** Beginning when Walker reaches nine (9) months of age and continuing until Walker reaches twelve (12) months of age, the parties shall continue to follow the same repeating 2/2/3 schedule, except:

i. Petitioner's Wednesday parent-time shall begin pursuant to the regular schedule and continue overnight until Thursday morning, no later than 8:00 a.m.

ii. Petitioner's Saturday parent-time shall continue overnight until Sunday at 7:00 p.m.

iii. All remaining exchanges shall occur as provided during the prior phase.

d. **Twelve (12) Months through Fifteen (15) Months.** Beginning when Walker reaches twelve (12) months of age and continuing until Walker reaches fifteen (15) months of age, Petitioner's parent-time with Walker shall include overnight parent-time on Monday until Tuesday morning, no later than 8:00 a.m., and Wednesday until Friday morning, no later than 8:00 a.m., and Saturday until Sunday at 7:00 p.m., with all other parenting time remaining consistent with the parties' repeating 2/2/3 rotation.

e. **Fifteen (15) Months Until Brooks Begins Kindergarten.** Beginning when Walker reaches fifteen (15) months of age, both children shall follow the same equal 50/50 parent-time schedule pursuant to the parties' repeating 2/2/3 rotation

f. Beginning when Brooks starts kindergarten, the parties shall exercise parent-time pursuant to Utah Code § 81-9-305. The parties will discuss who will have Monday/Tuesday and who will have Wednesday/Thursday and if they cannot agree, then it shall follow the dispute resolution process.

g. The parent assuming custody shall provide the transportation.

4. In order to effectuate the shared custody arrangement, the parties shall live no more than 15 miles apart from the children's schools in Davis County unless they agree otherwise.

5. For Thanksgiving and Christmas 2026, the parties shall work together in good faith to ensure the children spend meaningful time with each parent for those holidays. Should

they not be able to agree on a schedule, then Petitioner shall have at a minimum from 8:00 a.m. on December 24 through 7:00 p.m. on Christmas day. Once the parties begin exercising 50/50 parent-time with both children, the parties will share holidays equally each year as they agree. If they do not agree, the parties shall exercise holidays as follows **WHEN NEITHER CHILD IS IN SCHOOL:**

Holiday	Holiday Time Period	Even Years	Odd Years
Dr. Martin Luther King Jr. Day:	((1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day.	Father	Mother
President's Day:	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Presidents' Day.	Mother	Father
Spring Break:	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Father	Mother
Memorial Day:	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day.	Mother	Father
Mother's Day:	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m.	Mother	Mother
Father's Day:	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 7:30 p.m.	Father	Father

Independence Day:	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m.	Father	Mother
Pioneer Day:	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m.	Mother	Father
Labor Day:	(1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day.	Father	Mother
Fall Break:	(1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Father	Mother
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 3 p.m. if there is no school. (2) Holiday ends at 7:30 p.m. on the same day the holiday begins.	Mother	Father
Thanksgiving Holiday:	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on day before school resumes.	Mother	Father
Winter Break (First Half):	(1) Holiday begins at 5:30 p.m. on the day on that school dismisses for winter break. (2) Holiday ends on December 27th at 7:30 p.m.	Father	Mother
Winter Break (Second Half):	(1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Mother	Father
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Mother	Father
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Father	Mother

WHEN A CHILD IS IN SCHOOL:

The parties will share holidays equally each year as they agree. If they do not agree, the parties shall exercise holidays as follows:

Holiday	Holiday Time Period	Odd Years	Even Years
Dr. Martin Luther King Jr. Day:	(1) Holiday begins:: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Father	Mother
President's Day:	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Spring Break:	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
Memorial Day:	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Mother	Father
Mother's Day:	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother	Mother
Father's Day:	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father	Father
Independence Day:	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Father	Mother

Pioneer Day:	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Mother	Father
Labor Day:	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Father	Mother
Fall Break:	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Mother	Father
Thanksgiving Holiday:	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Winter Break (First Half):	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Father	Mother

Winter Break (Second Half):	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Mother	Father
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother

6. Summer Parent-time: Beginning the summer of 2027, each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. Each parent shall provide written notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break as follows:

a. Priority in odd-numbered years: the Mother shall provide written notice to the Father by May 1, and the Father shall provide written notice to the Mother by May 15; and

b. Priority in even-numbered years: the Father parent shall provide written notice to the Mother by May 1 and the Mother shall provide written notice to the Father by May 15.

c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

7. If a conflict arises between the regular parent-time schedule, holiday parent-time, extended summer parent-time, or any other parent-time provided for in this Agreement, the following order of precedence shall govern:

- a. Mother's Day and Father's Day;
- b. The child's birthday; provided, however, that if a parent is exercising uninterrupted extended summer parent-time and has taken the child away from that parent's residence during such uninterrupted extended parent-time, the uninterrupted extended summer parent-time shall control;
- c. All other holiday parent-time;
- d. Extended summer parent-time; and
- e. The regular parent-time schedule.

8. Upon the conclusion of the applicable holiday or extended summer parent-time, the parties shall resume the regular parent-time rotation as though the holiday or extended summer parent-time had not interrupted the schedule.

9. For emergency purposes, whenever the child travels overnight 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; and
- d. the name and telephone number of an available third person who would be knowledgeable of the child's location.

10. The parties are awarded joint legal custody of the minor children pursuant to the following parenting plan:

*****BEGIN PARENTING PLAN*****

11. The objectives of this parenting plan are to:
- a. provide for the children's physical care;
 - b. maintain the children's emotional stability;
 - c. provide for the children's changing needs as the children grow and mature in a way that minimizes the need for future modifications to the parenting plan;
 - d. set forth the authority and responsibilities of each parent with respect to the children consistent with the definitions outlined in the statute;
 - e. minimize the children's exposure to harmful parental conflict;
 - f. Encourage the parents, where appropriate, to meet the responsibilities to their minor children through agreements in the parenting plan rather than relying on judicial intervention; and
 - g. protect the best interests of the children.

RESIDENTIAL/TIME SHARING SCHEDULE

12. Custody of the minor children shall be as defined in the parties' Decree.
13. If either party desires to establish a residence located more than fifteen (15) miles from the school attended by the minor children, that proposed relocation shall constitute a relocation requiring the parties to reevaluate the parent-time schedule. The relocating parent shall provide any notice required by Utah law, and the parties shall promptly confer in good faith to

attempt to reach agreement regarding any necessary modifications to parent-time, transportation, exchange locations, and other issues affected by the proposed relocation.

14. If the parties are unable to reach agreement following good-faith discussions, they shall participate in at least one session of mediation before either party files a motion with the Court, unless an emergency exists or mediation is otherwise excused by law. If mediation is unsuccessful, either party may motion the Court under Utah Code §81-9-209 for resolution of the parent-time issue. Pending further agreement or court order, the relocating parent shall have parent-time consistent with Utah Code §81-9-302 if residing within 150 miles or pursuant to Utah Code §81-9-209 if residing more than 150 miles apart.

DISPUTE RESOLUTION AND DECISION MAKING PROCESS

15. *Day-to-day decisions.* Whichever parent has physical custody of the children shall make minor, day-to-day decision regarding their care.

16. *Decision-making procedure.* Except as otherwise specifically provided in this Parenting Plan regarding school enrollment, the parties shall jointly make all major decisions concerning the minor children, including medical, dental, mental health, religious upbringing, extracurricular activities, daycare, and general welfare. The parties shall discuss such matters in good faith in an effort to reach a mutually agreeable decision by:

- a. Identifying the issue;
- b. Brainstorming possible solutions; and
- c. Choosing the most sensible solution that considers the needs and interest of everyone involved.

17. *Tie-breaking procedure.* We agree to discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who we feel may be of assistance. Should an agreement not be reached, the parties shall attend at least one session of mediation. If there is still no agreement, then either party may bring the matter before the Court. There will be no final decision-maker.

18. The foregoing notwithstanding, should Respondent desire to baptize the children into one nondenominational church, she may do so.

19. To the extent that costs may be incurred for the outside assistance in resolving disputes under this Parenting Plan, the parties shall equally share those costs.

20. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, we understand the court may award attorney's fees and other financial sanctions to the parent who prevails in the resolution of the dispute.

SHARING OF INFORMATION

21. We agree to use our best efforts to communicate and share information with each other on a frequent basis regarding our children's development, school work, medical and dental treatment, therapy and any other information appropriate to share with the other parent.

22. We agree to notify the other parent of school programs, church events, extracurricular activities, and sporting events that involve our children should that information not be available to the other parent.

23. We agree to notify the other parent of significant illness the children may have when they are at our individual homes.

24. We agree to discuss any problems either of us is experiencing with disciplining our children.

25. We agree to immediately advise the other parent of any changes in our address, telephone number, or other information pertinent to communication.

EDUCATION PLAN

26. The minor children shall attend schools based upon Respondent's address in Farmington (668 Kensington St., Farmington UT 84025). Should she relocate to a location that requires a child to attend a different school (she may relocate so long as the children attend the same school(s)), the children shall attend school based upon Petitioner's address in Centerville (1986 N. 100 East, Centerville, UT 84014). Should both parties relocate, the school issue shall be resolved pursuant to the dispute resolution process above.

27. Except for school enrollment as specifically provided above, the parties shall jointly share decision-making authority regarding all other educational matters, including special education services, tutoring, educational testing, course selection, and similar educational issues. If the parties cannot agree, they shall follow the dispute-resolution procedure set forth above.

28. Both parents shall have access to the children during school and both parents shall have authority to check the children out of school; however, regular school hours shall not be interrupted for parent-time.

MUTUAL RESTRAINTS

29. Neither party shall make any denigrating nor derogatory remarks about the other party or the other party's parenting style directly to the other party, or directly to or in the

presence of the children, or on social media. Each party is also obligated to remove the children from any environment where third persons may be engaging in similar conduct.

30. Neither party shall be allowed to commit, try to commit or threaten to commit any form of violence or abuse to the other party, the children or the other party's family members or relatives. This includes, but is not limited to, stalking, harassing, threatening, physically hurting, intimidation, emotional and verbal or causing any other form of abuse.

31. Neither party shall take any actions to intentionally try to alienate the children from the other party.

32. Both parties are restrained from making visitation arrangements through the children or from using the minor children as a messenger.

33. The parties are expressly restrained from taking any action that would place the minor children "in the middle" of a dispute or issue that should otherwise be resolved by the parents directly between themselves.

34. Both parties are restrained from harassing, annoying, or otherwise bothering the other party or the minor children.

35. Both parties are mutually restrained from permitting third parties to do what they themselves are prohibited from doing under these paragraphs and have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove the minor children from such circumstances.

36. Both parties are mutually restrained from leaving the children alone with Petitioner's mother.

ACCESS TO INFORMATION

37. Both parents shall have the right of access to the medical, educational, daycare, religious and other records of the minor children.

ATTORNEY FEES

38. If either party violates any of the terms of this Plan and court action becomes necessary, then the violating party shall pay attorney's fees and costs arising from the violation.

GOOD FAITH

39. The parties has adopted this parenting plan in good faith.

CHILD SUPPORT

40. Petitioner is presently employed and has an average gross monthly income of \$16,667 per month.

41. Respondent is currently unemployed but has the education, training and experience to earn approximately \$5,000 per month.

42. Based upon the parties' incomes and the Utah Child Support Guidelines, Petitioner shall pay to Respondent child support of \$766 per month beginning September 1, 2026. Petitioner will pay 2/3 of this obligation for August 2026 on August 10, 2026.

43. Child support payments shall be paid one half by the 5th day of each month, and one-half by the 20th of each month. Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on

the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

44. The child support obligation will terminate when a minor child becomes 18 years of age or graduates from high school during that minor child's normal and expected year of graduation, whichever occurs later, or if 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, Emancipation, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

45. Pursuant to Utah Code §81-6-212(5), the parties are notified of their right to modify this child support order after three years from the date of its entry if upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. Under Utah Code §81-6-212(3), the parties have a right to modify this child support order at any time if there has been a substantial change in circumstances because of: (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 ability of a parent to earn; (v) material changes in the medical needs of the child; and (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously

ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

46. Each party shall be responsible for fifty percent (50%) of any and all work-related child care. A parent who incurs any work-related or education-related daycare expenses shall provide written verification of the cost and payment of any work-related or education-related daycare expenses to the other parent within thirty (30) days of payment. The other parent shall then make their portion of those payments or make arrangements to do so within 30 days of receipt of the documentation supporting required participation.

47. Until Walker begins kindergarten, each party is awarded the right of first refusal should the other parent require third-party care for four (4) or more hours. The parent providing the right of first refusal shall provide the transportation. When Walker begins kindergarten, the right of first refusal shall be for overnight third-party care only. Should the other party not be available, then family that parent's family shall be asked prior to engaging a professional provider.

TAXES

48. The parties have already files taxes for 2025. Beginning the 2026 tax year, the parties shall file separately with each party claiming one child on his/her taxes. Petitioner's right to claim a child on his taxes is conditioned upon him being current in his support obligations.

Should Respondent not file taxes, or receive a benefit by claiming the exemption for any given year, then Respondent will let Petitioner know by January 30 and he may claim the child.

INSURANCE

49. Health care coverage for the medical expenses of their child/ren is as follows:

a. A parent shall provide insurance for the medical expenses of a minor child if insurance is available to that parent at a reasonable cost. Double coverage shall not required. If one parent desires double-coverage, he/she shall the secondary coverage at his/her sole expense.

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

c. In determining which parent shall be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- i. reasonableness of the cost;
- ii. availability of a group insurance policy; and
- iii. coverage of the policy.

50. The parties shall equally divide the cost of the minor child(ren)'s health insurance premiums, with Petitioner responsible for fifty percent (50%) and Respondent responsible for fifty percent (50%). The child(ren)'s portion of the premium shall be calculated by dividing the total premium amount by the number of persons covered to obtain a per-person amount.

51. The parties shall equally pay any uninsured medical and dental expenses, including routine office visits, physical examinations and immunizations.

52. A parent who incurs medical or dental expenses for the parties' minor child/ren shall provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of incurring such expense and reimbursement shall occur within thirty (30) days.

53. Pursuant to Utah Code §15-4-6.7:

(1) When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

(a) at or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

(b) within 30 days after the day on which the provider renders the medical or dental service to the child, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) make a negative credit report under Section 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 the share of the medical and dental expenses that the parent is required to pay under the order.

(2) (a) When a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under Section 81-4-406:

(i) a provider, who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request from a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 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; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

(b) A provider may bill a parent for the parent's share of a child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee.

ALIMONY

54. Petitioner shall pay to Respondent alimony of \$2,734 per month until the first of the following:

- a. Two years (August 31, 2028);
- b. Respondent's remarriage or cohabitation; or
- c. The death of either party.

55. Petitioner will pay 2/3 of this obligation for August 2026 on August 10, 2026.

REAL AND PERSONAL PROPERTY

56. During the marriage, the parties acquired real property:

a. 1338 E 600 N, Bountiful, Utah 84010. The home is currently listed for sale and under contract to be sold. The parties shall work in good faith to ensure timely closing of the Bountiful Property. Once the Bountiful Property is sold, the equity shall be equally divided, with the title company issuing each party their one half share of the equity.

b. 1730/1740 E Gulf Stream Dr., Duck Creek, Utah. The Duck Creek Property is currently listed for sale and shall remain listed for sale unless otherwise agreed upon by the parties. Once under contract, the parties shall work in good faith to ensure prompt closing

of the Duck Creek Property pursuant to the purchase contract. Once the Duck Creek Property is sold, the equity shall be equally divided, with the title company issuing each party their one half share of the equity.

c. For the Bountiful Property and the Duck Creek Property, both parties shall be entitled to access to the realtor and be informed of all offers, counteroffers and other issues related to the sale of the above referenced properties.

d. Petitioner is awarded the property located at 866 E 1700 S, Salt Lake City, Utah 84105, free and clear of any claim by Respondent.

57. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods. The parties shall work together to make an equitable distribution of their personal property and they are unable to do so, then they shall attend at least one session of mediation. If there is still no agreement, either party may bring the matter before the Court. The foregoing notwithstanding, Petitioner shall be awarded his vehicle and the boat and Respondent will be awarded her vehicle and the Peloton.

DEBTS

58. There is no martial debt in need of division. Neither party will incur any debt that may be the responsibility of the other party. Each party is responsible for any debt in his/her own name.

59. Any debts associated with the properties to be sold shall be paid from the proceeds of the sale before the remaining proceeds are equally divided between the parties. Any

other debts associated with any real or personal property shall be the obligation of the person awarded the property.

60. Pursuant to Utah Code §15-4-6.5(3)(b), both parties is authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

61. Respondent shall not use the Visa or AMEX credit cards in Petitioner's name as of the date of this agreement. Should Respondent use the Visa or AMEX after the date of this agreement, she is responsible for any debt associated with the same.

RETIREMENT AND INVESTMENT ACCOUNTS

62. Each party is awarded any retirement or investment accounts in his/her own name.

BANK ACCOUNTS/ASSETS

63. Each party is awarded any bank account(s) in his/her own name. Petitioner shall pay Respondent \$5,000 no later than Friday, August 14, 2026.

BUSINESS INTERESTS

64. During the marriage, Petitioner started company known as Redband Fishing LLC. Petitioner is awarded all interest in this business.

MISCELLANEOUS

65. Each party shall bear his or her own attorney fees and costs.

66. Respondent is restored the use of her maiden name of Layton should she so desire.

67. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.

68. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person is required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

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

In accordance with Utah R. Civ. P. 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page, along with the Court's seal and the date the order was executed.

APPROVED AS TO FORM:

/s/ Dustin D. Gibb (With permission)
Signed by David C. Blum with email
permission from the above-named