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*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

In the matter of the marriage of EDEN CULVERWELL, Petitioner, and ZACHARY CULVERWELL, Respondent.	DECREE OF DIVORCE Case No: 264701021 Judge: Blaine Rawson Commissioner: Julie Winkler
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The Petitioner, Eden Culverwell, and the Respondent, Zachary Culverwell, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There are two minor children born or adopted between the parties, to wit: H.J.C. (born May 2015) and B.D.C. (born January 2018).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor children.
4. Beginning on the first day of the month following the date of entry of the Decree of Divorce, the parties shall follow the following parent-time schedule until May 31, 2027:
 - a. Respondent shall exercise parent-time as follows:
 - i. Every Thursday from 5:30 p.m. until Friday morning, with Respondent returning the minor child(ren) to school at the beginning of the school day, or by 6:00 p.m. if school is not in session; and
 - ii. Every other weekend beginning Friday, with Respondent picking the minor child(ren) up from school at the end of the school day, or at 6:00 p.m. if school is not in session, and concluding Monday morning, when Respondent shall return the minor child(ren) to school at the beginning of the school day, or by 9:00 a.m. if school is not in session.

5. Beginning June 1, 2027, the parties shall automatically transition to an equal (50/50) parent-time schedule provided Respondent has satisfied all of the following conditions since the first of the month following the date of entry of the Decree of Divorce:

a. Respondent has exercised all scheduled parent-time, except where parent-time was missed due to an emergency or modified by the parties through a written agreement;

i. Work-related travel, employment obligations, or scheduling conflicts shall not be considered an emergency for purposes of this provision.

b. Respondent has demonstrated consistent and reliable participation in the minor child(ren)'s routine and parenting responsibilities; and

c. The minor child(ren) have incurred no more than three (3) school tardies per child, per school term, while in Respondent's care.

6. If Respondent satisfies the foregoing conditions, child support shall be recalculated using the applicable Utah equal (50/50) parent-time child support worksheet, and the parties shall thereafter follow the following rotating parent-time schedule:

a. Petitioner: Every Tuesday picking the minor child(ren) up from school at the end of the school day, or at 9:00 a.m. if school is not in session, through Thursday morning returning the minor child(ren) to school at the beginning of the school day, or by 9:00 a.m. if school is not in session;

b. Respondent: Every Thursday picking the minor child(ren) up from school at the end of the school day, or at 9:00 a.m. if school is not in session, through Saturday at 9:00 a.m.; and

c. The parties shall alternate weekends, with one parent exercising parent-time from Saturday at 9:00 a.m. through Tuesday morning returning the minor child(ren) to school at the beginning of the school day, or by 9:00 a.m. if school is not in session, alternating each week.

d. If Respondent does not satisfy the conditions set forth above, the parties shall continue following the original parent-time schedule (initiated immediately after the entry of the Decree of Divorce) until they otherwise agree in writing or the Court orders a modification.

7. Each parent is entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor children are free from school. The parents will notify each other by April 1st of each year of the time period he/she will be exercising his/her uninterrupted parent-time. Petitioner will have first option of uninterrupted time period in calendar years ending in an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number. The summer parent-time cannot interfere with the other parent's holiday. If the parent designated to first choose the 2-week period for the year fails to choose by April 1st, the non-designated parent may designate when the 2-week period will occur.

8. In addition, holiday parent-time shall be as the parties agree. If they do not agree, then holiday parent-time shall be as follows. Holiday parent-time takes precedence over the normal rotating parent-time schedule.

Holiday	Holiday Time Period	Respondent (Zach)	Petitioner (Eden)
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 upon delivering of the minor child to school on the day that school resumes.	Odd Years	Even Years
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 upon delivering the minor child to school on the day that school resumes.	Even Years	Odd Years
February Break	(1) Holiday begins at: (a) the time school is dismissed for February break; or (b) 5:30 p.m. on the day that school dismisses for February break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even Years	Odd Years
Spring Break	(1) Holiday begins at: (a) the time 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 upon delivering the minor child to school on the day that school resumes.	Odd Years	Even Years
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: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even Years	Odd Years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Every year with Mother	Every year with Mother
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before	Every year with	Every year

	Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father	with Father
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even Years	Odd Years
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 upon delivering the minor child to school on the day that school resumes.	Odd Years	Even Years
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 that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even Years	Odd Years
Thanksgiving	(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 upon delivering the minor child to school on the day that school resumes.	Even Years	Odd Years
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.	Odd Years	Even Years

Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd Years	Even Years

9. The minor children shall continue to attend their current school, feeder schools (as applicable, and either Bountiful or Woods Cross High School unless the parties mutually agree in writing to transfer schools. Both parties shall be listed in school records as a point of contact for school communications.

10. In the event either party moves outside the boundaries of Centerville, North Salt Lake or Legacy Highway as the west side boundary, the parties will revisit the issue of parent time and custody.

CHILD SUPPORT

11. Petitioner is currently employed and has a gross monthly income of \$5,948.00 for the purposes of calculating child support.

12. Respondent is currently employed and has a gross monthly income of \$9,167.00 for the purposes of calculating child support.

13. The joint custody worksheet shall be used with the Petitioner's income set at \$5,948.00 with 220 overnights and the Respondent's income set at \$9,167.00 with 145 overnights.

14. Pursuant to U.C.A. §81-6-101 a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$924.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable

to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obligee.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition 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 employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, 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.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

15. Pursuant to U.C.A. §81-6-208 (2024) as amended:

a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then they shall attend mediation. If insurance is being provided by a plan by both parents, the Respondent's insurance shall be considered primary coverage and the Petitioner's shall be considered secondary.

b. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children. This amount shall be automatically deducted from or added to the child support paid or owed.

c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but

not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

16. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work-related childcare expenses of the parents.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to

receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

EXTRACURRICULAR ACTIVITIES, SCHOOL, & MISCELLANEOUS COSTS

17. The parties shall equally share the costs associated with the following expenses related to the minor children:

- a. Cell phones
- b. Car insurance
- c. School fees and costs
- d. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities where the children participate are approved.
- e. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment within 30 days and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

18. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes as follows:

- a. As long as there are two minor children, Petitioner will claim B.D.C. each year and Respondent will claim H.J.C.. each year.

b. When only one minor child remains, the parties will alternate years with Petitioner claiming B.D.C. in odd years and Respondent claiming B.D.C. in even years.

19. For the Respondent to claim a minor child, he must be current on all his child support expenses prior to the end of the tax year.

PERSONAL PROPERTY

20. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

21. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.

22. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2017 Ram 1500		X	There is no loan against this vehicle.
2023 Hyundai Palisade	X		There is no loan against this vehicle.

23. The parties shall take all necessary steps to transfer the vehicles into their own names within thirty (30) days of the date of entry of the Decree of Divorce.

REAL PROPERTY

24. There is no real property to divide as a result of this marriage.

25. Respondent shall vacate Petitioner's parents' residence and remove all personal property no later than forty-five (45) days after the date of entry of the Decree of Divorce.

**BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS**

INTERESTS

26. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

27. Parties shall be awarded all bank accounts in their own names, free and clear of any claim by the other party.

28. The Respondent's WeWork 401(K) Plan shall be divided giving each party one-half of the account from the date of the parties' marriage until the date of the Decree of Divorce.

- a. Funds in this account shall be distributed subject to any gains or losses on the account through the date of division. Any outstanding loans associated with the account shall be included in the valuation and division.
 - b. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide this account. Any fees associated with the above orders shall be split evenly between the parties.
29. Parties shall be awarded all other retirement, pension, investment and or other accounts in their own names, free and clear of any claim by the other party.

DEBTS AND OBLIGATIONS

30. During the course of the marriage the parties incurred certain marital debt; the parties shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.
31. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

32. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and

understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

ALIMONY

33. Respondent shall pay Petitioner an amount equal to twenty percent (20%) of the net amount of any Christmas bonus and/or annual employment bonus received by Respondent for a period of five (5) calendar years, beginning with the 2026 calendar year and continuing through December 31, 2030.

34. For purposes of this provision, "net amount" shall mean the amount actually received by Respondent after deduction of mandatory federal and state income taxes and other mandatory payroll withholdings.

35. Respondent shall pay Petitioner's twenty percent (20%) share within thirty (30) days after Respondent receives each applicable bonus and shall provide Petitioner with documentation sufficient to verify the gross bonus amount, mandatory deductions, and resulting net amount.

36. If Respondent does not receive a Christmas bonus or annual employment bonus in any applicable year, no payment shall be owed for that bonus or year.

37. Alimony payments shall continue as outlined above or until Petitioner cohabitates or remarries, whichever occurs sooner. Petitioner has an obligation to notify Respondent

of her cohabitation or remarriage and alimony shall cease upon Petitioner's cohabitation or remarriage. Alimony shall end in the event of the death of either party.

TAX RETURN

38. The parties shall file taxes for the 2026 tax year as each deem appropriate.

39. Petitioner shall receive sole credit for all federal and state estimated income tax payments made by Petitioner for the first and second quarters of the applicable tax year (Q1 and Q2). Respondent shall have no claim to or interest in such estimated tax payments, and the parties shall allocate any resulting tax credits or benefits accordingly when filing their tax returns.

ATTORNEY'S FEES

40. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

41. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

42. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

43. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any

failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

44. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

45. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

46. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

47. Petitioner may be restored to her maiden name of Eden Marie Rabdau if she so desires.

CULVERWELL and CULVERWELL
JOINT CUSTODY PARENTING PLAN

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children's physical care and financial and emotional support.

The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles

- a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the children.
- b. Each parent shall support and encourage the children's meaningful relationship with the other parent.
- c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.

2. Communication Between Parents

- a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.
- b. Parents shall timely share important information regarding the children's schooling, health, social activities, and other relevant matters.
- c. If information is available through public sources (e.g., school portals), each parent shall access it directly.

3. Joint Legal Decision-Making

- a. The Parties shall jointly decide major decisions affecting the children, including:
 - i. Education and daycare

- ii. Medical, dental, counseling, and orthodontic care
 - iii. Religious upbringing
 - iv. Extracurricular activities
 - b. Decision-making process:
 - i. Identify the issue
 - ii. Develop possible solutions
 - iii. Select the most reasonable solution in the children's best interests
- 4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:
 - a. They may defer to the recommendations of an expert. If they still do not agree;
 - b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).
 - c. Agreements reached in mediation shall be reduced to writing and signed by both.
 - d. Only after a good-faith mediation attempt may a party seek Court involvement.
 - e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.
- 5. Day-to-Day Responsibility
 - a. The parent exercising parent-time shall make routine daily decisions.
 - b. Either parent may make necessary emergency decisions regarding the children's health or safety and shall inform the other immediately.

6. Housing for the Minor Children

- a. Each parent shall maintain a residence that provides a safe, clean, and appropriate living environment for the minor children during that parent's parent-time.
- b. Each parent shall provide the minor children with a dedicated sleeping area or bedroom(s) that is maintained in a clean, safe, and habitable condition and is reasonably furnished to meet the minor child's needs.
- c. Temporary deviations due to travel or emergency circumstances shall not constitute a violation of this provision.

7. Information Access

- a. Both parents shall have direct access to all school, medical, dental, and mental health records.
- b. Each parent shall notify the other of medical appointments and emergencies.
- c. Both parties shall provide written authorization enabling the other to access information from all providers.

8. School Access

- a. Both parents may visit the children at school, receive school communications, and check the children out when necessary.
- b. Disputes regarding education shall first go to mediation.

9. Medical Treatment Restrictions

- a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.
- b. Costs must be agreed in writing before scheduling.
- c. Violating parent may be denied reimbursement.

10. Travel Notice Requirements

- a. Either parent may travel domestically with the minor children during their own parent-time without needing advance permission, provided they give standard notice.
- b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.
- c. When traveling with the children, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):
 - i. Itinerary with travel dates
 - ii. Destination(s)
 - iii. Contact information
 - iv. Name/phone of a third party aware of the children's location.
- d. If either party is required to travel for work during his or her scheduled parent-time, that party shall provide the other parent with at least five (5) days' advance written notice whenever reasonably possible. Any parent-time missed due to work-related travel shall not be made up unless the parties mutually agree otherwise in writing.

11. Children's Important Documents

- a. The parties shall provide access to and exchange the minor children's important documents, including but not limited to passports, birth certificates, and Social Security cards, within forty-eight (48) hours of a request by the other parent.
- b. If the requested documents are not reasonably available due to a party being out of town or otherwise away from the documents, the documents shall be provided immediately upon that party's return.
- c. The parties shall cooperate in good faith to ensure timely access to such documents when needed for the benefit of the minor children.

12. Participation in Activities

- a. Both parents may attend the children's school events, church functions, activities, recitals, and sports.
- b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).

13. Exchanges and Transportation

- a. The receiving parent shall pick up the children at the designated start of their parent-time.
- b. Children shall be ready on time for exchanges.

14. Contact Information

- a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.

15. Parent/Child Communication

- a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
- b. The children may contact either parent at any time.
- c. A parent shall reasonably facilitate calls when requested by the children.

16. Right of First Refusal

- a. Parental care is preferred over surrogate care.
- b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.
- c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.
- d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor children.
- e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

17. Children Left Without Supervision

- a. Until the minor children reach the ages of fourteen (14) and twelve (12), respectively, neither parent shall leave the minor children without responsible adult supervision for more than four (4) consecutive hours during that parent's parent-time.

b. Once the minor children have reached the ages of fourteen (14) and twelve (12), respectively, the children may be left without adult supervision for up to eight (8) consecutive hours, provided the circumstances are age-appropriate and safe.

c. When the minor children are left without adult supervision, the parent exercising parent-time shall remain reasonably available by telephone and shall ensure that the children have access to a telephone, emergency contact information, and a responsible adult who can assist in the event of an emergency.

18. Conduct Around the Children

a. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.

b. Neither party shall discuss court matters with or in front of the children.

c. Neither party shall disparage the other on social media or in public.

19. Introducing New Partners

a. Parents shall not introduce dating partners to the children until the relationship is committed and exclusive.

b. Prior to introducing a new romantic partner to the minor child, the parent intending to make the introduction shall provide advance notice to the other parent and shall provide the other parent with a reasonable opportunity to meet the new romantic partner before the introduction occurs. The other parent's decision not to meet the new partner shall not unreasonably delay or prevent the introduction.

20. Shared Calendar

- a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

21. Alcohol and Substance Use

- a. The safety and well-being of the minor child shall be the parties' highest priority.
- b. Petitioner shall not use illegal drugs or consume alcohol to excess while caring for the children.
- c. Respondent shall not consume alcohol, use any illegal controlled substance, misuse any prescription medication, or use any non-prescribed controlled substance during his or her parent-time or within twelve (12) hours immediately preceding the commencement of parent-time or during their parent-time.
- d. Each party shall ensure that the minor child is not transported in a motor vehicle by any person who is impaired by alcohol, illegal drugs, or the misuse of prescription medication.
- e. If either parent has a reasonable, good-faith belief that the other parent is impaired by alcohol, illegal drugs, or the misuse of prescription medication at the commencement of parent-time, that parent may request immediate testing. Reasonable grounds may include, but are not limited to, the odor of alcohol, slurred speech, impaired coordination, erratic behavior, admissions of substance

use, open containers, credible witness observations, or other objective signs of impairment.

f. Upon such request, the parent whose sobriety is questioned shall submit to an alcohol breath test and/or a urine, saliva, or other mutually acceptable drug screening administered by a recognized testing facility or other mutually agreed testing provider as soon as reasonably practicable, and in no event later than four (4) hours after the request. Parent-time shall be temporarily delayed pending the test results. Costs of the test shall be divided equally between the parties.

g. If the test is negative, parent-time shall commence immediately upon receipt of the results, and the requesting parent shall reimburse the tested parent for the reasonable cost of the test.

h. If the parent refuses to submit to testing, fails to appear for testing within the required time, tampers with the testing process, or tests positive for alcohol above the legal driving limit or for any illegal controlled substance or the misuse of prescription medication, parent-time shall be immediately suspended.

i. Following a positive test or refusal to test, the parties shall participate in mediation within thirty (30) days to develop an appropriate parenting-time safety plan, which may include supervised parent-time, treatment, counseling, periodic testing, or other safeguards determined to be in the best interests of the minor child.

j. If the parties are unable to reach an agreement through mediation, either party may petition the Court for appropriate relief. Until the parties reach a

written agreement or the Court enters a further order, the suspension of parent-time shall remain in effect.

k. Nothing in this provision shall prohibit the parties from mutually agreeing to supervised parent-time or other temporary parenting arrangements that protect the health, safety, and welfare of the minor child.

22. Enforcement and Non-Waiver

a. A party's failure to comply with any provision does not release the other party from their obligations.

b. All provisions remain enforceable unless modified by written agreement or court order.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 11th day of August 2026.

*E-signed by Wade Taylor
with permission of Eden Culverwell*

/s/ Eden Culverwell

EDEN CULVERWELL
Petitioner

APPROVED AS TO FORM this 12th day of August 2026.

E-signed by Wade Taylor

with permission of Zachary Culverwell

/s/ Zachary Culverwell

ZACHARY CULVERWELL
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 11th day of August 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

EDEN CULVERWELL
Petitioner
Email: edenrabdau@gmail.com

ZACHARY CULVERWELL
Respondent
Email: Zcculverwell@gmail.com

LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR
Attorney