



ANDY M. LEGER, 10809
LEGER FAMILY LAW, PLLC
Attorney for Respondent
533 W. 2600 S., Suite 370
Bountiful, Utah 84010
Telephone: (801) 712-7262
andy@legerfamilylaw.com

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH
800 W. State St., PO Box 769, Farmington, UT 84025

In the matter of the marriage of

LINDSAY HOGAN,

Petitioner,

and

KEITH HOGAN,

Respondent.

DECREE OF DIVORCE

Civil No. 254701923 DA

Judge David J. Williams
Commissioner Julie Winkler

This matter comes before the Court on the Petition for Divorce, initiated by the Petitioner, Lindsay Hogan ("Petitioner" or "Mother" or "Lindsay") against the Respondent, Keith Hogan ("Respondent" or "Father" or "Keith"). A final resolution of the matter was reached by agreement as reflected in the Stipulation and Settlement Agreement, signed by the parties and approved as to form by counsel for both parties. The Court, having approved the parties' agreement, and having entered appropriate Findings of Fact & Conclusions of Law, and otherwise being fully informed, does hereby ORDER, ADJUDGE, AND DECREE as follows:

DIVORCE

1. The parties are hereby awarded a divorce, one from the other, on the grounds of irreconcilable differences, the same to become final upon entry of this Decree of Divorce by the clerk of the court.

CHILDREN

2. The parties shall have joint physical custody of the minor child.

3. Parent time shall be as the parties agree. If the parties cannot otherwise agree, the parties shall be awarded parent time pursuant to Utah Code §81-9-305 as follows:

a. Lindsay shall have parent time on Mondays and Tuesdays.

b. Keith shall have parent time on Wednesdays and Thursdays.

c. The parties shall alternate weekends Friday through Monday morning.

i. Due to both parties' work schedules, the parties agree to be flexible in trading or switching weekends to accommodate work schedules so that they maintain the equal parent time schedule. The parties shall exchange work schedules 30 days in advance to plan accordingly.

4. *Holidays*. If the Parties cannot agree on a holiday schedule, the parties shall follow the default holiday parent-time schedule found in Utah Code Ann. §81-9-302, as amended, and pursuant to the following table with the exceptions as applied hereafter:

Holiday	Holiday Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Spring Break	(1) Holiday begins at the time school is dismissed for spring break.	Odd years	Even years

	(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.		
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: (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 on the Friday before Mother's Day at 9 a.m. (2) Holiday ends on the Monday after Mother's Day at 9 a.m.		All years
Father's Day	(1) Holiday begins on the Friday before Father's Day at 9 a.m. (2) Holiday ends on the Monday after Father's Day at 9 a.m.	All years	
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
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.	Odd years	Even years

Fall Break	(1) Holiday begins at the time school is regularly 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.	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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
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.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day 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.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 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 Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or	(1) Holiday begins at 3 p.m.	Odd years	Even years

After Minor Child's Birthday	(2) Holiday ends at 9 p.m.		
---------------------------------	----------------------------	--	--

5. *Extended Summer Parent Time.* Each year a parent may designate two consecutive weeks to exercise uninterrupted parent time during the summer when school is not in session. In even years, Lindsay shall make her designation by May 1st and Keith shall make his designation by May 15th. In odd years, Keith shall make his designation by May 1st and Lindsay shall make her designation by May 15th. If a parent fails to provide notification within the time periods, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods, the first parent to provide notice may determine the schedule for summer break.

6. *Precedence of Parent Time.* If a conflict arises in the parent time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent time:

- a. The holiday schedule for Mother's Day or Father's Day;
- b. The holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent time under Paragraph 12 and takes the minor child away from the parent's residence during the uninterrupted extended parent time;
- c. The holiday schedule for any holiday listed above that is not Father's Day, Mother's Day, or the child's birthday;
 - i. A parent exercising parent time for the minor child's birthday may bring the other siblings along for the minor child's birthday.
- d. Extended parent time under Paragraph 5; and

e. The schedule for weekday or weekend parent time.

7. *Transportation.* All parent time exchanges and transportation for parent time exchanges shall be as agreed upon by the parties, and if no agreement as follows:

- a. Each party is responsible for transporting the children to and from school during their parent time and is responsible for the children's timely arrival to and pick-up from school.
- b. If school is in session, the parent who is exercising their parent time period with the child is responsible to take the child to school in the morning at the conclusion of their last overnight parent time, and the parent who is commencing their parent time period with the child, is responsible to pick the child up from school in the afternoon of that same day in order to commence their parent time period.
- c. All parent time exchanges will take place at school/daycare, when possible. Any parent time exchange which does not take place at school/daycare, shall be as follows:
 - i. 1The parent who is beginning their time with the child should pick up the child from the other parent at 9:00 a.m. unless otherwise specified by the parties.
 - ii. Child exchanges should be conducted curbside at the Parties' homes unless otherwise agreed to in advance by the Parties.
 - iii. Both parents should be polite and cordial and behave maturely during exchanges of the children.

8. *Relocation.* The parties should follow the notice requirements found in Utah Code Ann. §81-9-209 in the event of an intended relocation 40 miles or more from the residence of the other parent, with a party desiring to relocate being required to give advance written notice of at least sixty (60) days to the other parent.

- a. Notwithstanding the foregoing, in the event of an intended relocation by either parent that would make the joint custody schedule unworkable, the relocating parent should be required to file a petition to modify the parties' custody order and obtain permission from the Court to relocate with the child prior to relocating.

PARENTING PLAN

9. It is in the best interest of the Parties' minor child that the Parties be awarded joint legal custody, subject to the following *Parenting Plan*:

Decisions Regarding Raising the Child.

10. The Parties should discuss with each other major decisions involving the children's health and medical care, education, religious participation, and extracurricular activities, and attempt to come to an agreement. The parties should consult with and share information from any subject matter experts, professionals who are knowledgeable about the issue, or who have a substantial connection to the child. After having obtained and exchanged all of the relevant information and received the opinion of any relevant subject matter experts, if the Parties are unable to agree on a healthcare decision, the parties shall defer to the recommendation of the treating professional. All other issues if there still exists disagreement and consulting with experts, the Parties shall attend mediation with each party paying an equal share of the mediator's fee. If the Parties are still

unable to agree after mediation, either party may file a motion, pursuant to Rule 101 of the Utah Rules of Civil Procedure to request that the court make the decision in the child's best interest.

11. Day-to-day decisions regarding the care, control, and discipline of the child should be made by the parent with whom the child is residing at the time.

12. The parties agree to maintain the child's current pediatrician and dentist, unless otherwise agreed in writing.

13. Each parent shall have the right to make emergency medical decisions without consultation with the other parent and shall immediately inform the other parent of said emergency. Emergency medical decisions are those that are life threatening to the child. The child shall be discharged to Mother after an emergency surgery/hospital stay for the first week to provide post-operative care with Father having the right to parent time and thereafter the regular schedule shall resume.

Education Plan

14. The child shall attend Oak Hills Elementary school based on Mother's address and will continue to use Mother's address for school enrollment purposes so long as Mother continues to reside in Davis School District, unless agreed to otherwise by the parties in writing. If Mother relocates outside of Davis County School District and Father resides in the Davis County School District, then Father's address shall be used for school enrollment purposes. If neither party resides in the Davis County School District, the parties shall follow the decision-making process outlined above in Paragraph 10.

15. Both parties shall have complete and unfettered access to all school records and be listed

as parents on all forms. The parties shall each create their own online parental portal to keep themselves informed of school information.

Virtual Parent-time

16. Both parents should allow liberal telephone and other virtual communication (e.g. FaceTime, etc.) with the other parent and should encourage the child to call the other parent.

17. Each parent should allow the minor child to contact the other parent at any time the minor child desires to have telephone or virtual contact.

18. Each party should have the right to contact the child at reasonable times and for reasonable durations (based upon the child's age, maturity, interests, schedule, etc to participate).

19. These calls should not be unreasonably denied by the parent who has the child, as long they do not conflict with existing plans or scheduled events, or interfere with the child's customary routine.

Communication Between Parties

20. Communication shall primarily be in writing via Our Family Wizard concerning the child, unless there is an emergency or time necessitates a text or phone call. Communication shall be peaceful, civil, and non-abusive. The parties shall utilize a shared calendar for scheduling and notifying of child related events, parent time schedules, activities, appointments, social events, school events and the like, especially if the information is not readily available to the other parent directly from the entity/provider/online portal.

21. Neither party should ask or attempt in any way to have the child transfer messages between the Parties, whether verbal or written.

22. Communication should be between the Parties and not through third parties unless both Parties mutually agree otherwise.

Respect and Cooperation

23. Both Parties recognize that the best interests of the child require the Parties to cooperate and treat each other with dignity and respect, especially in the presence of the child. Both parents should use their best efforts to foster the development and maintenance of positive relationships with the child by encouraging affection and promoting respect and good feelings toward the other parent. In addition:

a. Neither parent should attempt to harm or alienate the relationship the other parent has with the child in any form. Neither parent should make or allow another person or agent within their control or influence to make any disparaging comments about the other person or the other person's spouse or significant other in the presence of or within earshot of the child, including making posts on social media.

b. The parents should cooperate and include each other as to their child's day care, health care, schooling, religious activities, organized sports, and other special activities and should notify each other of their child's regular activities so that they may participate; and

c. The parents should not involve the child in disputes or disagreements that may arise between each other, but they may jointly discuss issues with their child to obtain their input.

24. Both parents should be concerned for the best interest and well-being of the child; therefore, both parents should be governed by the following principles:

a. The Parties should have a co-parenting relationship that is built on trust and

respect;

b. The Parties should establish and maintain parental communication with each other to ensure that the other parent is informed about the child's needs;

c. The Parties should support each other in their respective parenting roles and should use positive words about the other parent and the other parent's partner or spouse to the child, and should be restrained from saying anything negative about the other parent, for the purpose of the child developing good self-esteem;

d. The Parties should listen to each other and do their best to understand the other's point of view;

e. The Parties should make all attempts to resolve all conflict between them and should utilize experts to assist them in this endeavor, if they are unsuccessful personally;

f. The Parties should solve problems and make joint decisions by working through their decision-making procedure which is described herein;

g. If tension arises in a telephone call, the Parties should take a break from the telephone call or leave their conversations to email;

h. The Parties should work together to improve their parenting skills and to share their ideas;

i. The Parties should live by the golden rule that they should treat each other as they would like to be treated;

j. Clothing, toys, and other items of the child's personal effects should be exchanged by the Parties, and returned in clean condition, in order to facilitate the child's visits;

k. The Parties should start over and recommit to this Parenting Plan when one or both of them steps outside of this plan and forgets about a commitment made in this plan; and

l. The Parties should see the other parent as a resource, consultant, and ally. The Parties should effectively work together as co-parents to promote the best interest of the child.

Contact Information

25. Each party should keep the other informed as to changes in residential addresses; home, work, and cell phone numbers; email addresses, and any other important contact information, including how to be reached in the event of an emergency, within 24 hours of any change.

Extended Overnight Trips

26. For emergency purposes, both Parties should notify the other whenever either party intends to take the child on any overnight trip away from their residence or out of state travel, and provide the other party with a travel itinerary with addresses and telephone numbers where they may be reached, destinations, and name and telephone number of an available third person who would be knowledgeable of the minor child's location. Further, both Parties should obtain the other party's permission to take the child if a trip interferes with the other party's parenting time.

27. The parties shall cooperate in obtaining and signing all necessary documents/forms to obtain/renew a passport for the child and shall equally pay the costs thereof. Both parties shall have copies of the passport information in order to book trips. Lindsay shall retain possession and shall release the passport to Keith seven (7) days prior to international travel and return the passport within seven (7) days of returning from the travel.

Activities, Events, and Information

28. Both Parties should be entitled to participate in all social and school functions their child attends. Each party should be entitled to know about all important events in a child's life, including the right to have relationships with and access to third parties and information having to do with the child. This shall include health care providers and educators as well as medical and school records. All of this shall be exchanged, uploaded and input in a shared google calendar and via text or email.

Illness

29. The Parties should notify the other parent when a child is ill. If possible, when a child is ill, the Parties should discuss regularly scheduled parent-time prior to the parent-time to decide whether it should be rescheduled. If the Parties cannot discuss parent-time, parent-time should not be affected. Neither parent should use the illness of a child as a means to frustrate the other parent's parent-time.

Non-interference with Parent-time

30. The Parties should never schedule or promote to a child any special events or activities occurring during the other party's parent-time without first obtaining permission from that party in the following manner:

a. The requesting party should notify the other party of the event or activity and discuss with them the benefits of a child's attendance prior to discussing it with the child. If the other party has something scheduled or decides that the child cannot participate in the event or activity for any reason, the requesting party should abide by that decision and not attempt to

influence the other parent through the child;

b. The child should be free to express interest in any activity to either parent at any time; and

c. Both Parties should not interfere with each other's parent-time in any form. If either parent denies physical access to scheduled parent-time without just cause, that parent should pay all mediation or litigation costs associated with resolving the violation and to ensure freedom from future violations.

31. Neither parent should attempt to restrain or control the activities of a child during the other parent's parent-time.

Relatives

32. Each party shall make reasonable efforts for the minor child to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies).

Adjustments and Modifications

33. All permanent adjustments or modifications to this Parenting Plan should be made in writing, signed by both Parties, notarized, and filed with the Court. Temporary or minor changes may be made whenever the Parties agree.

Failure to Comply

34. If a parent fails to comply with any of the provisions set forth above under this Parenting Plan, the other parent's obligations under said section should not be affected.

[End Parenting Plan.]

CHILD SUPPORT

35. Child Support shall be calculated as according to Utah Code Ann. §81-6-201 et seq. Lindsay's gross monthly income is imputed to \$9,583 per month. Keith's gross monthly income is imputed to \$19,166 per month. Lindsay has 183 overnights, and Keith has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The base child support award is \$424.00 per month with Keith as the obligor parent. Child support shall commence August 1, 2026.

a. *Payment.* The monthly child support should be paid in full on or before the 5th day of each month.

b. *Duration.* Unless the Court orders otherwise, support for each child terminates at the time (1) 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, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §81-6-213 et seq.

c. *Income Withholding.* In order to collect child support, the obligee parent should be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §§62A-11-401, et seq. and 62A-11-501, et seq. Said income withholding procedure should apply to existing and future payors of the non-custodial parent. 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 party no longer owes child support to the obligee party. Should the obligee parent elect

this income withholding procedure any administrative fees should be assessed according to statute.

d. *Child Support Modification.* Under Utah Code §81-6-212, the parties have a right to modify this child support at any time by petition if there has been a substantial change in circumstances because of : (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; (6) material changes in the legal responsibilities of either parent for the support of other, the change in (1) through (6) 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 children 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.

EXTRACURRICULAR ACTIVITY AND SCHOOL FEES

36. In addition to child support, the Parties shall share equally any expenses related to the child's extracurricular activities, including equipment, that they both agree to in writing and will ensure the child attends on their parent time. In the event that a party desires to have a child participate in an extracurricular activity that the other party refuses to agree to, that party may still enroll the child in the activity, as long as that party pays for the activity and the activity does not interfere with the other party's parent-time.

37. The parties shall share equally the cost of the children's school fees which include fees for field trips, labs, dances, school lunches and the like.

38. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity or school out-of-pocket costs shall 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 same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

CHILD CARE EXPENSES

39. Pursuant to Utah Code Ann. §81-6-209, the Parties should share equally the reasonable work- or education-related childcare expenses of both parents. However, if a parent is available during the other parent's parent time, then the parties shall use that parent first, thereafter maternal grandparents and/or paternal grandfather and his current wife and thereafter a paid daycare.

a. A parent should begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

b. The parent who incurs childcare expenses should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent should notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

c. The 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.

HEALTH INSURANCE AND MEDICAL/DENTAL EXPENSES

40. In the event either party currently has now, or has in the future, health insurance available to them through their place of employment or through some other source at a reasonable rate, whichever party is able to obtain health insurance at a reasonable cost for the children should be required to obtain such insurance for the benefit of the minor children. If only one party maintains insurance for the children, the party who is able to obtain the best coverage at the lowest cost should be required to obtain the insurance, with contributions from the other party as set forth below. Health insurance should include an obligation to carry dental insurance if it is available on the same basis.

41. The Parties should share equally the children's portion of the out-of-pocket costs of the health/dental insurance premium actually paid by a party.

42. The children's portion of the health/dental insurance premium is a per capita share of the premium actually paid. The premium expense for the children should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in this case who are covered by such a policy.

43. If, at any point in time, the dependent children is covered by the health or dental insurance plans of both parents, the health or dental insurance plan of Respondent should be primary coverage for the dependent children, and the health or dental insurance plan of Petitioner should be secondary coverage for the dependent children. If a parent remarries and his or her

dependent child is not covered by that parent's health or dental insurance plan but are by a step-parent's plan, the health or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child.

44. Double coverage should not in any event be required unless it results in a financial benefit to both Parties.

45. Notwithstanding any of the foregoing provisions, neither party should be required to maintain health or dental insurance for the children if it is not available to them at a reasonably affordable rate.

46. Both parents should provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, optical and mental health expenses incurred for the dependent children, including deductibles and copayments.

47. The parent who incurs necessary medical expenses should provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208. The other parent should then reimburse the parent incurring the expense within thirty (30) days after receiving the verification.

48. The parent who incurs 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 within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208.

49. The Parties should cooperate in exchanging all claim forms and statements in order to

coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann. §81-6-208.

50. The requirement for either parent to maintain health and dental insurance, and/or to pay any non-covered medical and dental expenses should remain in effect for a child only as long as the child is of the age that he or she would be entitled to receive child support.

51. The parent who maintains health insurance should provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter, on or before January 2nd of each calendar year as set forth in Utah Code Ann. §81-6-208.

TAXES

52. Commencing with the 2026 tax year, the Parties should claim the child for income tax purposes with Mother claiming the child for even numbered tax years and Father claiming the child for odd numbered tax years.

53. Pursuant to Utah Code Ann. §81-6-210, a party's right to claim a child on taxes should be based on the obligor parent being current in the payment of all child support and child-related expense obligations by December 31st of the tax year in question.

54. The parties shall file married, joint for the 2025 tax year and divide any refund or liability equally. The parties shall exchange all documents used to prepare the return.

INSURANCE

55. **Individual Insurance.** During the marriage, the parties acquired various policies of life, health, dental, vehicle, and other insurance. The parties shall maintain any existing policies during the pendency of these proceedings. The parties shall obtain and maintain their own

separate insurance policies and pay any costs, premiums, and/or deductibles associated therewith within 30 days of entry of the Decree of Divorce.

56. If a party owns a life insurance policy or an annuity contract, the parties hereby acknowledge that they each have:

(i) reviewed and updated, where appropriate, the list of beneficiaries;

(ii) affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and

(iii) understands that, if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

MARITAL PROPERTY

REAL PROPERTY

57. During the course of the marriage, the parties acquired an interest in a home and real property located at 1411 S. 500 E. Bountiful, Utah 84041 ("Home") which shall be awarded to Lindsay, free and clear of any claim of Keith. Lindsay shall be solely responsible and liable for the PNC mortgage and HELOC associated with the Home. Lindsay shall have 6 months from date of entry of the Decree to refinance/assume the loans associated with the Home to remove Keith's name therefrom. Lindsay shall have exclusive use and possession of the Home. In the event that Lindsay cannot assume/refinance the loan due to the terms of the original purchase/loan agreement for the Home within the 6 months, then, upon providing verification from the lender to Keith that the loan cannot be refinanced or assumed without penalty, Lindsay

will have until May 1, 2028 to remove Keith's name. If during that time, Lindsay misses two (2) mortgage payments then the parties shall immediately list the Home for sale with Lindsay receiving 100% of any net proceeds and being 100% liable for any deficit. Keith shall execute a quit claim deed in Lindsay's favor when needed in order for Lindsay to refinance/assume the mortgage and loan.

58. During the course of the marriage, the parties acquired an interest in a home and real property located at 3000 Canyons Resort Dr., Unit 3305B, Park City, Utah 84098 ("Condo") which shall be awarded to Keith, free and clear of any claim of Lindsay. Keith shall be solely responsible and liable for the mortgage and any other debt associated with the Condo. Keith shall have 6 months from date of entry of the Decree to refinance/assume the loan associated with the Condo to remove Lindsay's name therefrom. In the event that Keith cannot assume/refinance the loan due to the terms of the original purchase/loan agreement for the Condo within the 6 months, then, upon providing verification from the lender to Lindsay that the loan cannot be refinanced or assumed without penalty, Keith will have until May 1, 2028 to remove Lindsay's name. If during that time, Keith misses two (2) mortgage payments then the parties shall immediately list the Condo for sale with Keith receiving 100% of any net proceeds and being 100% liable for any deficit. Lindsay shall execute a quit claim deed in Keith's favor when needed in order for Keith to refinance/assume the mortgage and loan.

BUSINESS

59. During the marriage, the parties created a limited partnership, Diversity Destination Vacations LP, to operate the Condo vacation/rental property with each party having a 50%

interest therein. Since Keith is awarded the Condo, Keith is also awarded the business including income, accounts, assets, debts and liabilities, free and clear of any claim of Lindsay. The parties shall cooperate with one another to accomplish this transfer – whether it be through re-organization of the business, dissolution and new business set up, or some other method – such that Keith will be able to operate the Condo. Keith shall indemnify and hold Lindsay harmless from any liability associated therewith. Keith is taking the initiative to consult with professionals needed to accomplish the transfer or division, if possible, and will provide Lindsay with access to all information necessary to effectuate the business transfer.

PERSONAL PROPERTY

60. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2025 Subaru Outback	Lindsay
Jewelry, clothing, sentimental photos/mementos and important legal/financial documents	Lindsay
Personal property in the Home except for those items which the parties have previously agreed to and listed in writing	Lindsay / Keith
Dogs	Lindsay
2019 Chevrolet Truck	Keith
1969 Chevelle (including spare parts associated with vehicle)	Keith
Personal property in the Condo	Keith
Gecko	Keith
Any other personal property not previously divided	Per paragraph 64-66 below

64. Any other personal property at issue shall be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties shall mediate any dispute thereto prior to bringing the action before the court with each paying equally for the cost of mediation.

65. The parties shall cooperate in scheduling a time for exchanging personal property. All property shall be exchanged within 60 days of the entry of the Decree of Divorce. If a party has frustrated the process of scheduling the exchange of property, then the time frame for exchange shall be extended.

66. The parties shall cooperate in executing any and all documents necessary to transfer title to the vehicle(s) awarded to the other party, including signing over certificates of title. Each party shall deliver to the other any title(s), keys, and key fobs in their possession related to the vehicle(s) awarded to the other party within thirty (30) days of the execution of the Stipulation. Each party shall be solely responsible for any and all debts, maintenance, registration, and insurance associated with the vehicle(s) awarded to them, holding the other party harmless therefrom.

BANK ACCOUNTS

67. Each party is awarded their individual bank accounts held in their own names, free and clear of the other.

68. The High Yield Savings Account with Mountain America shall be maintained in trust for the benefit of the child. Neither party shall withdraw any amounts unless there is an agreement in writing. Both parties shall have complete access to said account.

69. The parties shall continue their joint bill pay and expenses as they have previously been constituted through July 2026 in order to allow time to separate various expenses and accounts and then to coincide with support payments beginning the following month in August 2026.

RETIREMENT, STOCKS, AND INVESTMENT ACCOUNTS

70. The parties acquired retirement accounts and/or investment accounts during the marriage, which shall be awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Lindsay's Fidelity retirement accounts (U of U 401a and 457b accounts, ROTH IRA, Traditional IRA)	\$309,353	Lindsay
Any and all defined benefit plans for either party. The known defined benefit plans include the following: Keith's IBEW Local 98 (N) Pension Fund (District 3). Keith's IBEW Local 354 Pension Fund (District 8). In the event either party discovers there is a defined benefit plan which was accumulated in any part during the marriage, the party shall disclose the plan to the other party, and it shall be subject to division pursuant to the terms herein. It is believed there may be a separate National Electrical Benefit Fund (NEBF) in Keith's name.	Defined Benefit	See subparagraphs (a) – (f) below
Keith's CVE Share Savings Plan.	\$163,306	\$35,000 to Lindsay via QDRO, including gains and/or losses between the Date of Entry of Decree of Divorce and the Date of Segregation, with the remainder awarded to Keith.
Keith's Eighth District Electrical Pension Fund Annuity Plan and IBEW Local 98 Profit Sharing Plan.	\$135,131	Keith

a. Keith's defined benefit plans shall be divided pursuant to the Woodward Formula), meaning Lindsay's share is equal to one-half of the plan's "marital share." The "marital share" is determined by dividing the Years of Marriage During Accrual of the Plan by the Total Years of Accrual of the Plan. In the event it is discovered that Lindsay has one or more defined benefit plans that were accrued during the marriage, the same formula shall apply, with Keith entitled to one-half of the "marital share" of any such plan.

b. Neither party shall borrow against or withdraw from the retirement accounts prior to the division of the accounts.

c. The division of the defined contribution accounts as set forth above shall include gains and losses from date of entry of the decree to date of segregation of the accounts.

d. Either party may elect for any available survivor's benefit at his or her sole cost if he or she chooses.

e. The parties will share equally the costs associated with the preparation of the QDROs or any other document that is needed to divide the accounts as set forth herein, using Jay Woodall to prepare.

f. The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDROs.

MARITAL DEBTS, OBLIGATIONS, AND LIABILITIES

71. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

- A. Any debts in their own individual names;
- B. Their respective individual medical debt;
- C. Any debts associated with the assets awarded them herein.

72. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

73. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

74. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

75. Both Parties should notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

76. Pursuant to U.C.A. §§15-4-6.5, 30-2-5 and 81-4-406(3), the Parties should provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

ALIMONY

77. Keith shall pay alimony to Lindsay in the amount of \$2,000 per month beginning August 2026. Alimony shall be paid for a term of sixty (60) months or until Lindsay's remarriage or cohabitation, or the death of either party – whichever first occurs. Alimony shall be paid as follows:

a. For the remainder of the 2026 calendar year Keith shall pay \$1,500.00 on or before the 5th of each month and the remaining balance of \$2,500.00 (i.e. \$500/month for 5 months) to be paid in one lump sum on or before December 31, 2026.

b. Beginning the 2027 calendar year, Keith shall begin making the full \$2,000 payment for the remainder of the term as set forth above.

78. This payment is in the form of family support and shall not be dischargeable in bankruptcy.

DUTY TO SIGN DOCUMENTS TO IMPLEMENT DECREE OF DIVORCE

79. Both parties should sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of the divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask 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.

ATTORNEY FEES AND OTHER COSTS

80. Each party should bear their own costs of court and attorney fees incurred in connection with this proceeding.

81. If either party is found in contempt for violating a provision of the Decree of Divorce, that party should be responsible for a reasonable amount of attorney fees and court costs incurred by the prevailing party.

MUTUAL RESTRAINING ORDERS

82. Both Parties are mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

83. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

84. Neither party will distribute the other party's image or personal information.

85. The child shall not be left alone unsupervised with Michelle Hogan for any amount of time and Father must have line of sight supervision if in her presence.

86. The parties should use their best efforts to prevent third parties from doing what they themselves are restrained from doing and will immediately remove the child from the presence of anyone who is in violation of these mutual restraining orders.

RESTORATION OF MAIDEN NAME

87. Lindsay shall be restored to her maiden name of Lindsay Alyssa Powell, if she so desires.

[JUDGE'S SIGNATURE APPEARS AT TOP OF PAGE 1]

Approved as to form and content:

/s/ Danielle R. Crumb [electronically signed by Andy Leger, with permission via email on 09.01.2026]

Danielle R. Crumb
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of September, 2026, I served the proposed Decree of Divorce upon Petitioner, through counsel, via the court e-filing system.

/s/ Andy M. Leger

Andy M. Leger
Attorney for Respondent