

The Order of the Court is stated below:

Dated: October 02, 2026
02:22:20 PM

/s/ DAVID J WILLIAMS
District Court Judge



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

In the Matter of the Marriage of:

KATHRYN PAREDES,

Petitioner,

and

DANIEL PAREDES,

Respondent.

DECREE OF DIVORCE

Case No. 244701218

Judge: Hon. David J. Williams

Commissioner: Christina Wilson

Petitioner, Kathryn Paredes (“Kathryn” or “Petitioner”), commenced this action against Respondent, Daniel Paredes (“Daniel” or “Respondent”) with the filing of the *Divorce Petition* on August 7, 2024 and the Respondent having filed an *Verified Answer and Counterpetition for Divorce* on October 21, 2024. The Court has received the parties’ written *Stipulation and Settlement Agreement* executed on August 17, 2026 and filed on August 31, 2026 (“the Agreement”), which resolves all pending issues between the parties. The Court, having also received Petitioner’s *Declaration of Jurisdiction and Grounds* and entered *Findings of Fact and*

Conclusions of Law, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS, ADJUDGES** and **DECREEES** as follows:

PARTIES, CHILDREN, JURISDICTION AND VENUE

1. The parties are actual and bona fide residents of Davis County, State of Utah, and were such for at least ninety (90) days immediately prior to the commencement of this action.
2. The parties are husband and wife, having been married in the city of American Fork, Utah County, State of Utah on August 3, 2002.
3. The parties separated in or about May 2024.
4. Jurisdiction is proper in this court pursuant to Utah Code Ann. § 78A-5-102 and 81-4-402.
5. Venue is proper in this court pursuant to Utah Code Ann. § 78B-3a-201.
6. The parties are the parents of four (4) children, three of which remain minors; to wit: A.P. born October 2008; A.P. born August 2018, and J.P., born August 2018.
7. *Uniform Child Custody Jurisdiction and Enforcement Act*: Pursuant to Utah Code § 81-11-101 *et seq.*, Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor children or Utah was the home state of the minor children six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code § 81-11-207, 208, and 210.
8. *Children – Rule 100*: Pursuant to Rule 100 of the Utah Rules of Civil Procedure,

Decree of Divorce

In the Matter of the Marriage of Paredes

2 | Page

The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. § 81-11-101 *et seq.* and The Uniform Interstate Family Support Act, Utah Code Ann. § 81-11-101(6) *et seq.*, the Petitioner states upon information and belief that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.
- b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' children.
- c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor children and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the children.

GROUND FOR DIVORCE

9. Pursuant to Utah Code Utah Code § 81-9-405(1)(h), during the course of the marriage, irreconcilable differences have arisen between the Parties such that the Parties should be granted a Decree of Divorce.

CUSTODY AND PARENT-TIME

10. The parties shall have joint physical custody of the minor children.

Decree of Divorce

In the Matter of the Marriage of Paredes

3 | Page

11. 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. Respondent shall have parent time on Mondays and Tuesdays.
- b. Petitioner shall have parent time on Wednesdays and Thursdays.
- c. The parties shall alternate weekends Friday through Monday morning.

12. *Holidays*. If the Parties cannot agree on a holiday schedule, the default holiday parent-time schedule found in Utah Code Ann. § 81-9-303, as amended, and pursuant to the following table shall apply:

Holiday	Holiday Time Period	Years Mother is Granted Holiday	Years Father is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and	Even years	Odd years

Decree of Divorce

In the Matter of the Marriage of Paredes

	the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
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 Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7	All years if noncustodial parent is the	All years if custodial parent is the mother or

Decree of Divorce

In the Matter of the Marriage of Paredes

5 | Page

	p.m.	mother or other parent designated in the order.	other parent designated in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd 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	Odd years	Even years

Decree of Divorce

In the Matter of the Marriage of Paredes

6 | Page

	school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	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
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even 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:	Even years	Odd years

Decree of Divorce

In the Matter of the Marriage of Paredes

7 | Page

	(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.		
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 After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

13. *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;

Decree of Divorce

In the Matter of the Marriage of Paredes

- b. The holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent time under Paragraph 14 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 14; and
- e. The schedule for weekday or weekend parent time.

14. *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 odd years, Daniel shall make his designation by May 1st and Kathryn shall make her designation by May 15th. In even years, Kathryn shall make her designation by May 1st and Daniel shall make his 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.

15. *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:

Decree of Divorce

In the Matter of the Marriage of Paredes

9 | Page

- 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, when possible. Any parent time exchange which does not take place at school, shall be as follows:
 - i. The 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.
- d. A stepparent, grandparent, or other responsible adult designated by the parent who is exercising parent time, may pick up the children for that parent's parent-time if

the other parent is aware of the identity of the individual and the parent who is exercising their parent time will be with the child by 7 p.m.

16. *Relocation.* The parties shall follow the notice requirements found in Utah Code Ann. §81-9-209 in the event of an intended relocation 150 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 shall 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.

LEGAL CUSTODY AND PARENTING PLAN

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

DECISIONS REGARDING RAISING THE CHILD

18. The Parties shall discuss with each other major decisions involving the child's health and medical care, education, religious participation, and extracurricular activities, and attempt to come to an agreement. The parties shall 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

Decree of Divorce

In the Matter of the Marriage of Paredes

11 | Page

unable to agree, the Parties should 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.

19. 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.

20. 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. Vaccines are considered to be preventative care, not emergency. Therefore, they shouldn't be administered in the case of an emergency.

21. The children shall not be baptized in any religion unless agreed upon in writing. Each party may practice their religion during their time.

22. The parties will not vaccinate the children unless agreed upon in writing.

EDUCATION PLAN

23. The children shall attend their current schools and feeder schools using Mother's address for school enrollment purposes. Both parties shall have unfettered access to the children's school records, notices and events.

VIRTUAL PARENT-TIME

24. 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.

25. 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.

26. 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).

27. 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, thereby causing emotional discomfort.

COMMUNICATION BETWEEN PARTIES

28. Communication shall be in writing via text and/or email, unless there is an emergency or time necessitates. Communication shall be peaceful, civil, and non-abusive. The parties shall utilize App Close for scheduling and notifying of child related events, parent time schedules, activities, appointments, social events, school events and the like.

29. Neither party should ask or attempt in any way to have the child transfer messages between the Parties, whether verbal or written. The Parties should contact each other directly via text message or phone to discuss personal or child-related issues between themselves and should not involve the child.

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

RESPECT AND COOPERATION

Decree of Divorce

In the Matter of the Marriage of Paredes

31. 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.

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

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

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

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

i. 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.

33. The “Advisory Guidelines” as set forth in Utah Code Ann. §81-9-202 should be binding upon the Parties. To the extent the Advisory Guidelines conflict with this Parent Plan, this Parent Plan shall control.

CONTACT INFORMATION

34. Each party shall 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

35. 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.

ACTIVITIES, EVENTS, AND INFORMATION

36. 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

Decree of Divorce

In the Matter of the Marriage of Paredes

16 | P a g e

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 inputted in App Close.

SURROGATE CARE

37. Direct care by either parent as opposed to surrogate care should be presumed to be in the child's best interest. As such each party is awarded the right of first refusal such that if one party cannot be present with the children during their respective parent time a period of 3 hours or more, then that parent must offer that time to other parent prior to seeking surrogate care.

RELATIVES

38. 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).

39. The children shall not have contact with Mother's biological family unless there is prior written consent of Mother.

ADJUSTMENTS OR MODIFICATIONS

40. 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

Decree of Divorce

In the Matter of the Marriage of Paredes

17 | Page

41. 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

42. Child Support shall be calculated as according to Utah Code Ann. §81-6-201 et seq. Kathryn's gross monthly income is imputed to \$3,311 per month. Daniel's gross monthly income is \$9,246 per month. Kathryn has 183 overnights, and Daniel has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Daniel's child support obligation is \$545.00 per month. Child support shall commence July 2026.

- a. *Payment.* The monthly child support should be paid one half on or before the 5th day of each month, and the other half on or before the 20th 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. §78A-6-801 *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.

CHILD CARE EXPENSES

43. Pursuant to Utah Code Ann. §81-6-209, the Parties shall share equally the reasonable work- or education-related childcare expenses of both parents.

- a. A parent shall 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 shall 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 shall 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

44. Pursuant to Utah Code Ann. §81-6-208, the parties are obligated to provide medical and dental insurance for the children so as long as such is available at a reasonable cost.

Decree of Divorce

In the Matter of the Marriage of Paredes

19 | P a g e

Currently, Respondent provides the healthcare insurance and shall continue to do so at his sole cost so long as he remains employed.

a. The children's portion of the premium is a per capita share of the premium actually paid (*i.e.*, 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 in the instant case).

b. The party carrying insurance shall provide to the other party proof of the insurance and copies of the insurance cards upon initial enrollment and after initial enrollment on or before January 2 of each calendar year and shall notify the other party of any change of insurance carrier, premium, or benefits within 30 days of the date of the change.

45. If, at any point in time, the dependent child is covered by the health or dental insurance plans of both parents, the health or dental insurance plan of Petitioner, Daniel Paredes, should be primary coverage for the dependent children, and the health or dental insurance plan of Respondent, Kathryn Paredes, should be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health or dental insurance plan but is covered 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.

Decree of Divorce

In the Matter of the Marriage of Paredes

20 | Page

46. The parties shall share equally all uninsured and unreimbursed medical, dental, mental health, physical, occupational, speech and social skills therapy, prescriptions, optical and orthodontia expenses of the child, including any applicable premiums, co-payments and deductibles. The party incurring an out-of-pocket medical, mental health, dental, prescription, optical, or orthodontia expense on behalf of the child should submit to the other party an invoice, receipt, and/or bill for the out-of-pocket expense within thirty (30) days of payment (after insurance has paid their portion) and should be reimbursed by the other party within thirty (30) days of his/her receipt of those medical, mental health, dental, prescription, optical, or orthodontia invoices, receipts and/or bills. 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. §81-6-209(10).

TAXES

47. All previous joint tax filings have been resolved to each party's mutual satisfaction.

48. Commencing the 2026 tax year, the Parties shall claim the children for income tax purposes as follows:

- a. *When there are three children eligible to be claimed as dependents:* In even years, Kathryn shall claim the two youngest children and Daniel shall claim the oldest child in even years. In odd years, Kathryn shall claim the oldest child and Daniel shall claim the

Decree of Divorce

In the Matter of the Marriage of Paredes

21 | Page

two youngest.

b. *When there are two children eligible to be claimed as dependents:* In any given tax year, Kathryn shall claim the oldest child and Daniel shall claim the youngest child.

c. *When there is one child eligible to be claimed as a dependent:* The Parties shall alternate claiming the remaining child, with Kathryn claiming the child in odd-numbered years and Daniel claiming the child in even-numbered years.

49. *Necessary Forms.* The parties should cooperate in signing any forms required by the IRS allowing the other party to claim the child he or she is entitled to claim pursuant to this paragraph.

50. A party's right to claim any minor child for tax benefit purposes is contingent upon that party being current on all support obligations as of December 31st of said tax year.

INSURANCE

51. During the marriage, the parties acquired various policies of life, health, dental, vehicle, and other insurance. The parties should be ordered to maintain any existing policies during the pendency of these proceedings. The parties should 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.

MARITAL PROPERTY

REAL PROPERTY

52. During the course of the marriage, the parties acquired an interest in a home and

Decree of Divorce

In the Matter of the Marriage of Paredes

22 | P a g e

real property located at 2245 S. Santa Maria Ct., St. George, Utah 84790 (“Marital Residence”).

53. The parties Marital Residence has been sold with each party receiving 50% of the net proceeds to their mutual satisfaction.

PERSONAL PROPERTY

54. 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.

<i>Item Description:</i>	<i>Awarded to:</i>
2014 Honda Pilot	Kathryn
2012 Hyundai Elantra	Daniel
2013 Toyota Yaris	Daniel

55. 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.

56. 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.

BANK ACCOUNTS

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

BUSINESS

Decree of Divorce

In the Matter of the Marriage of Paredes

23 | P a g e

58. Kathryn is awarded 100% of the business, Elevate Healing Massage and Bodywork, together with all assets and liabilities, free and clear of any claim of Daniel. Kathryn shall indemnify and hold Daniel harmless from any liabilities and debt associated with the businesses.

RETIREMENT, STOCKS AND INVESTMENT ACCOUNTS

59. Kathryn does not have any retirement, stocks or investment accounts.

60. Daniel acquired retirement, stock, investments, and/or brokerage accounts during the marriage, which shall be divided as follows:

<i>Account Description:</i>	<i>Awarded to:</i>
Common Spirit 401(k) Fidelity / Defined Contribution 401k Centura (approx. balance of \$15,000)	Daniel (subject to property settlement buyout)
IHC Live Well Pension Plan and Retirement 401k	50% Daniel / 50% Kathryn (See subparagraphs (a) – (e) below)

a. The retirement accounts shall be divided pursuant to the Woodward Formula with the division date being the date the Decree of Divorce of entered. The division shall include gains and losses.

b. Neither party shall borrow against or withdraw from the retirement accounts prior to the division of the accounts. Any loans previously taken out will be added back in for purposes of calculation.

c. Either party may select a survivor's benefit at their own cost.

Decree of Divorce

In the Matter of the Marriage of Paredes

24 | P a g e

d. The parties will share equally the costs associated with the preparation of the QDROs. Parties agree to use Rori Hendrix.

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

MARITAL DEBTS, OBLIGATIONS AND LIABILITIES

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

<i>Debt Description:</i>	<i>Obligation of:</i>
Any and all debts associated with the property awarded to Daniel herein and/or in his individual name other than set forth herein	Daniel
Any and all debts associated with the property awarded to Kathryn herein and/or in her individual name other than set forth herein	Kathryn
Nelnet Student Loans in her name	Kathryn

62. *Accumulation of Debt:* Neither party will incur any additional liability on joint credit cards.

63. *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.

Decree of Divorce

In the Matter of the Marriage of Paredes

25 | P a g e

64. *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.

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

66. Pursuant to U.C.A. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), 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

67. Kathryn has a need for alimony and Daniel has an ability to pay alimony. Kathryn is awarded alimony from Daniel in the amount of \$1,000 per month beginning September 2026, and continuing for a duration of 30 months or until Kathryn remarries, cohabitates or dies. Alimony is payable half on the 5th and ½ on the 20th of each month.

GLOBAL PROPERTY SETTLEMENT BUYOUT

68. That as and for a global property buyout based on the mutual considerations herein, property division, and partial alimony buyout, Daniel shall pay Kathryn a lump sum payment of \$22,500 within 60 days of entry of the Decree of Divorce.

Decree of Divorce

In the Matter of the Marriage of Paredes

26 | P a g e

DUTY TO SIGN DOCUMENTS TO IMPLEMENT DECREE OF DIVORCE

69. 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

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

71. 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

72. 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.

73. Neither party shall access electronic accounts in the other party's name, including

Decree of Divorce

In the Matter of the Marriage of Paredes

27 | Page

social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

74. Neither party will distribute the other party's image of personal information.

75. Neither party will disparage, defame, insult, demean, or harm the reputation of the other or their family members, to including posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

76. 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.

77. The Parties are restrained from drinking alcohol to excess during their parent time.

WIFE'S NAME

78. Kathryn's name shall be Kathryn Anne Ellwood, if she so desires.

FULL DISCLOSURE

79. 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.

END OF DECREE OF DIVORCE.

Decree of Divorce

In the Matter of the Marriage of Paredes

28 | P a g e

*******SO ORDERED*******

In accordance with U.R.C.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

RULE 7 NOTICE

You are hereby notified that pursuant to Rule 7(j)(4) that you have seven (7) days from the date of service of this proposed Order, the 9th day of September 2026 to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 9th day of September 2026

/s/ Danielle R. Crumb
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY certify that on the 9th day of September 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Mitchel S. Wall <i>Attorney for Respondent</i> Mitchell.wall@walllegalsolutions.com	() E-file Notification (x) E-mail () U.S. Mail, Postage Prepaid () Hand Delivery () Facsimile Transmission
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/s/ Danielle R. Crumb
Attorney for Petitioner

Decree of Divorce

In the Matter of the Marriage of Paredes