The Order of the Court is stated below:
Dated: November 09, 2026 10:09:01 AM **/s/** MICHAEL D DIREDA
District Court Judge

Sadé A. Turner #11181

Breeze Parker #19645

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

In the Matter of the Marriage of: JAMES BRETT FINKLEA, Petitioner, and HEIDI FINKLEA, Respondent.	**DECREE OF DIVORCE** Case No. 254701838 Judge Michael D. DiReda Commissioner Julie Winkler

The above-entitled matter having come before the Court, the parties have executed a Stipulation and Settlement Agreement for Divorce, filed with the Court on October 2, 2026 (**Dkt. #103**). The Court, having reviewed the parties' Stipulation and Settlement Agreement (the

"Stipulation" or "Agreement") and the pleadings in this matter and being fully advised in the premises, and having entered its Findings of Fact and Conclusions of Law, hereby **ORDERS, ADJUDGES, AND DECREES** as follows:

JURISDICTION

1. Both Brett and Heidi were bona fide residents of Davis County, State of Utah, and had been for at least three (3) months immediately prior to the filing of this divorce action. Heidi is currently a resident of Davis County, State of Utah. Brett has since moved to Salt Lake County, however he does not dispute jurisdiction of this court.

MARRIAGE

2. The parties married on July 29, 1997 in Salt Lake City, Utah. The parties separated on or about November 2025.

3. The parties maintained their marital domicile in Davis County, State of Utah.

GROUNDS

4. The parties shall be granted a divorce on the grounds of irreconcilable differences. Said divorce shall become final upon entry of the Decree of Divorce in the Registry of Actions.

CHILDREN

5. The parties have a total of four (4) children of the marriage, one (1) of which is a minor. Heidi is not pregnant and there are no other children expected as issue of this marriage. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the names and birth

dates of the children are being submitted to the Court on the Non-public Information – Minors form. The initials, birth month and birth year of the minor child is:

Initials	Date of Birth
JRF	April 2009- 17 years (girl)

6. The Court has personal and subject jurisdiction over the parties' minor child and Utah is the home state of said child for custody purposes.

PARENTING PLAN

Physical Custody

7. In the best interest of the parties' minor child the parties are awarded joint physical custody of the minor child with Heidi having primary physical custody with Brett having 120 overnights and Heidi having 245 overnights.

Legal Custody

8. In the best interest of the parties' minor child the parties are awarded joint legal custody of the child. The provisions regarding final decision making are outlined below.

Parent-time (Visitation)

9. Parent-time should be as agreed upon between the parties. In the event the parties are unable to agree, parent time shall be as follows beginning the week of October 5, 2026:

a. Parent time shall be as the parties agree. However, in the event they cannot agree, Brett shall have every other weekend from Friday after school to Monday when the minor child returns to school. Both parties agree to take minor child J.R.F.'s desires into consideration given her age

and maturity level regarding parent time. Neither parent shall unduly influence J.R.F. regarding parent time.

b. Effective the day this Agreement is signed which follows the parties' current weekend rotation, as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	**Heidi**	**Heidi**	**Heidi**	**Heidi**	**Brett**	**Brett**	**Brett**
Week 2	**Heidi**	**Heidi**	**Heidi**	**Heidi**	**Heidi**	**Heidi**	**Heidi**
Week 3	**Heidi**	**Heidi**	**Heidi**	**Heidi**	**Brett**	**Brett**	**Brett**
Week 4	**Heidi**	**Heidi**	**Heidi**	**Heidi**	**Heidi**	**Heidi**	**Heidi**

Holiday and Extended Parent Time

10. The parties' holiday parent-time shall be as the parties agree. If they cannot agree, the holiday and extended parent time shall be as follows:

a. If they cannot agree, the holiday and extended parent time schedule will be governed by the statutory holiday guidelines contained in Utah Code Ann. § 81-9-302, with Heidi being designated the custodial parent and Brett being designated the non-custodial parent for holiday determination only.

Odd Years	Even Years	Holiday and Time
Brett	Heidi	**Martin Luther King Jr. Holiday** after school on the Friday before holiday to Tuesday morning with drop off to school
Heidi	Brett	**President's Day** after school on the Friday before holiday to Tuesday morning with drop off to school
Brett	Heidi	**Spring Break** after school on the day school lets out to the day school resumes with drop off to school

Heidi	Brett	**Easter** starting at 9 a.m. and ending at 6 p.m.
Heidi	Brett	**Memorial Day** after school on the Friday before holiday to Tuesday morning with drop off to school
Heidi	Brett	**Juneteenth** 6 p.m. on the day before the holiday that is not Heidi's Day or 9 a.m. on the holiday if it is Heidi's Day and ends at 6 p.m. on the day following the holiday
Brett	Heidi	**July 4th** 8 a.m. the day before holiday to the day after at 6 p.m.
Heidi	Brett	**July 24th** 8 a.m. the day before holiday to the day after at 6 p.m.
Brett	Heidi	**Labor Day** after school on the Friday before holiday to Tuesday morning with drop off to school
Heidi	Brett	**Columbus Day** after school on day before holiday to the day after the holiday with drop off to school
Brett	Heidi	**Fall Break** after school on the day school lets out to the day school resumes with drop off to school
Heidi	Brett	**Halloween** after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Brett	Heidi	**Veteran's Day** after school on day before holiday to the day after the holiday with drop off to school
Brett	Heidi	**Thanksgiving** after school on the day school lets out to the day school resumes with drop off to school
Heidi	Brett	**First Half of Winter Break** beginning after school the day school lets out until 7 p.m. on December 27th
Brett	Heidi	**Second Half of Winter Break**, 7 p.m. on December 27th until delivering the child to school the day school resumes with drop off to school
Brett	Heidi	The **day before or after child's birthday** from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Heidi	Brett	**Child's actual birthday** from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Brett	Brett	**Father's Day** 9:00 a.m. on the holiday to the day after at 8 a.m.
Heidi	Heidi	**Mother's Day** 9:00 a.m. on the holiday to the day after with drop off to school

b. Any subsequent changes to the holiday time by the statute shall

not affect the parties' holiday time, unless mutually agreed upon in writing by the parties.

Summer/Extended Parent Time

11. Summer and Extended Parent Time is not addressed because it is not applicable due to the age of the child.

Relocation

12. The parties agree that if either party relocates, they shall notify the other of their current residence within 24 hours of relocation.

13. Should either party relocate more than 150 miles one way from the other parent or out of state, the children shall stay with the non-relocating parent with the relocating parent to exercise parent time pursuant to Utah Code Ann. §81-9-209 until further mutual written agreement of the parties or further order of the Court. If either of the parties intends to relocate then the relocating parent shall give the other 60 days' notice along with his/her new contact information.

Decision Making

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14. Each party shall have the right to make day-to-day decisions concerning the children while they are in the care of that party.

15. Each party shall have the right to make emergency decisions regarding the children's safety or health while they are in the care of that party. Each party shall notify the other party immediately via any means possible in the event of a medical emergency concerning the children.

16. For all other decisions regarding the children, the parties shall make a good faith effort to cooperate and work together to make joint decisions that are in the best interest of their children.

17. The parties shall inform each other when issues arise regarding the children, and will do so within a reasonable period of time, prior to making significant decisions regarding the children. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party.

Final Decision Making

18. Major decisions such as education, non-emergency health care, religious upbringing, dental/orthodontic shall be made jointly. The parties shall use the following decision-making procedure as their guide;

a. The parties shall initially identify the issue;

b. The parties shall inform each other when issues arise regarding the children, and will do so within a reasonable period of time, prior to making significant decisions regarding the child.

c. So long as the following providers are available to provide care/treatment to the minor children, the parties agree the child shall continue treating with the following providers unless there is mutual written agreement of the parties to change the providers or further Court order:

   i. Oaks Family Medicine in Bountiful;

   ii. Rebeka Harrop for counseling; and

   iii. Holladay Smiles;

d. The parties agree the minor child shall remain at Bountiful High School.

e. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that

information to the other party and listen to and attempt to understand the other parent's perspective.

f. The parties shall brainstorm all possible solutions related to that specific issue, and;

g. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child, in an attempt to reach a solution in the best interest of the child.

h. If a disagreement arises, the parties shall first calmly identify the issue, communicate their respective positions, and then attempt to come to a resolution. Should the parties be unable to come to an agreement after following this final decision-making process, neither party shall have final decision making. The parties shall schedule a mediation within 30 days. If the parties are unable to mediate within 30 days and they are still unable to reach a resolution the parties shall seek intervention from the Court.

Communication

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19. Except for emergencies the parties shall continue to use text messages and emails to communicate with each other. In the event of an emergency the parties may call one another.

20. The children shall not be used as a messenger between the parties.

21. Responses to communications shall be within 24 hours.

22. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

23. The parties shall use their best efforts to communicate and share information with each other on a regular basis regarding the child, in order to keep one another apprised of what is happening in the child's life.

Communications with the Minor Child

24. The parties shall promote a healthy, beneficial relationship between the child and the other party.

25. Each party shall permit and encourage the child, during reasonable hours and for reasonable duration, reasonable and uncensored communications with the other party, in the form of telephone calls, electronic mail, text messages, Facetime, or any other reasonable method.

26. The parties shall give the child privacy during their communications with the other party. The parties shall not interfere with or monitor communication between the child and the other party.

Access to Records

27. The parties shall both be contacts for the child's records and have access to all school, childcare, medical, dental, psychological, government agency, law enforcement, and other records for the child.

28. The parties shall have the right to consult with school, childcare, and other professionals about the child.

29. In the event the parties cannot attend parent teacher conferences together and the child's teachers will not set separate parent teacher conferences, the parties shall alternate which parent attends parent-teacher conferences in person for the child.

30. The parties shall have the right to consult directly with any person who may provide care or treatment for the child.

Additional Parenting Plan Items and Mutual Restraining Orders

31. The parties are permanently restrained from saying and doing anything derogatory against the other party in the presence of the parties' minor child or doing anything to diminish the love and respect of the child for the parents.

32. Neither party shall demean, belittle, or disparage the other parent in front of the minor child. This means that no parent shall ask the children to tell the other parent anything that is untrue.

33. Neither parent shall use the child as a confidant regarding the divorce proceedings or the post-divorce proceedings. The parties shall not use their child as an intermediary, nor shall they use their child as intermediary regarding adult issues or calendaring matters.

34. Both parties shall demonstrate emotional strength and resilience in front of the child, meaning they shall not use the child as an emotional confidant of any type. The parties shall make best efforts to alleviate any of the child's concerns regarding the parent(s)' emotional well-being.

35. Neither party shall do anything that will make the child feel guilty about loving both parents.

36. The child shall not be asked to choose sides between parents, nor will they be told details of the domestic matter, or the litigation pending here.

37. Neither party shall tell the child bad things about the other parent's personality or character, and they will not be cross-examined by one parent or the other about what is going on in the other parent's home.

38. Neither parent shall use the child to carry messages between the parties.

39. Neither parent shall enter the home of the other without express written permission.

40. Both parties are be mutually restrained from speaking derogatorily about the other party in the presence of the child. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the minor child from such circumstances. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

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

42. Both parties shall be mutually restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are mutually restrained from discussing the child's relationship with the other party, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other party and from allowing any other party to do so.

43. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other party's parenting time.

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

45. Failure by one parent to comply with a provision of this Parenting Plan does not relieve the other parent of his or her obligations. Failure to comply may result in a finding of contempt by the Court.

46. A parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution.

47. A parent-time schedule shall be used to maximize the continuity and stability of the minor child's life.

48. Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

49. Unless functioning and mutually agreed upon by the parties, the Court shall determine

the responsibility for the pick-up, delivery, and return of the minor child when the parent-time order is entered.

50. The parent who is ending parent time shall have the minor child ready for parent-time at the time the minor children are to be picked up and shall be at home, or as otherwise mutually agreed in writing between the parties to ensure the parent starting parent time is able to do so promptly. Due to the age of the child the parties anticipate the child will be able to transport herself for parent time.

51. The parent who is starting parent time shall ensure they are available to begin parent time promptly, and if not, shall communicate with the other parent regarding any delays.

52. A parent may not interrupt regular school hours for a school-age minor child for the exercise of parent time.

53. The court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents.

54. The court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent time.

55. A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent time schedule.

56. The parents shall notify each other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored. Both parents shall be allowed to attend said functions. Both parents shall have direct access to all school reports and medical records. A parent shall immediately notify the other parent in the event of a medical emergency.

57. If surrogate care is used, each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

58. Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents.

Travel

59. If a party will be traveling out of the State of Utah with the minor child during their parent-time, the party taking the child on the trip shall provide the other party with:

a. an itinerary of travel dates;

b. destinations;

c. places where the minor child or traveling parent can be reached; and

d. _____

_____

The name and telephone number of an available third person who would be knowledgeable of the minor child's location.

e. _____

_____

Should the parties travel with the child outside cell phone coverage, they shall notify the other party of departure and expected return.

_____

_____

_____

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_____

Passports

_____

60. The parties shall cooperate in obtaining and maintaining current passports for the minor child. Both parents shall have pictures/photocopies of the current passports to book travel. The party shall ensure that the parent who is set to travel internationally with the child has the passport books in his/her possession no less than 30 days prior to departure.

_____

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61. Neither party shall unreasonably withhold consent for international travel and neither party shall refuse to cooperate with signing/notarizing documentation needed to allow the minor child to travel internationally with the other parent which shall be provided no later than 14 days prior to departure.

Transportation

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62. The parties shall pick up the child at the beginning of their parent-time at school. Should the child not go to school, the party to begin parent time shall pick the child up curbside at the other parent's home at a time mutually agreed upon in writing, and if the parties are unable to agree at 9:00 a.m., with the parent ending parent time to remain within arm's length of the home. Should exchanges need to occur at the parties' homes, exchanges of the child shall occur curbside at the other parent's residence.

Extracurricular Activities

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63. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any extracurricular activities in which *both parties agree in writing* that the minor child may be involved with.

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64. The party incurring the extracurricular activity 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. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time.

65. If the child has extracurricular activities during their parent-time, then that party shall be responsible for transporting the child to and looking after the child during the extracurricular activities. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

CHILD SUPPORT

66. The parties stipulate that for purposes of child support, Heidi shall be imputed at $5,000/month and Brett's earnings are $13,000/month.

67. The parties agree to have an upward deviation of child support to be determined on a sole custody calculator. Commencing October 1, 2026, Brett shall pay Heidi child support in the amount of $1,120/month with one half to be paid on the 5th and one half to be paid on the 20th of each month. Brett shall be allowed to deduct Heidi's ½ per capita portion for the minor child's monthly health insurance premiums from this child support payment. Both parties understand the purpose of child support is for the use and benefit of the parties' minor children in accordance with the Utah Uniform Civil Liability Support Act §81-6-302, U.C.A. (as amended).

Termination of Child Support

68. Unless the Court orders otherwise, support for a child terminates at the time (1) a child becomes eighteen (18) years of age or, when the child graduates from high school during the child's normal and expected year of graduation (through May 2027), whichever occurs later; (3) a child dies, marries, becomes a member of the armed forces of the United States, or (4) is emancipated.

Modifications of Child Support

69. Due to the age of the child the parties do not anticipate modification of child support. However, the parties agree that Utah Code Ann. § 81-6-202 applies for purposes of modifications of child support in the future.

Health and Dental Insurance

70. In accordance with U.C.A. § 81-6-208, insurance for the medical and dental expenses of the minor child shall be provided by the party who can obtain the best coverage, if it is available at a reasonable cost through their employer or through the open marketplace. Each party shall pay one-half of the out-of-pocket cost of the medical, vision, and dental insurance premium actually paid for the child's portion of the medical, vision, and dental insurance as provided in Utah Code Ann. § 81-6-208.

71. Currently, Brett is insuring the child on his medical insurance policy. The parties shall share equally the out-of-pocket costs of the premium actually paid for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the

number of people covered under the policy. The party carrying the insurance shall provide copies of the insurance information and cards annually or upon request.

72. The party paying the child's health insurance premium shall be allowed to automatically deduct or add the per capita premium for the child's health insurance directly from the monthly child support payments.

73. The party ordered to maintain insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. Each party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he or she first knew or should have known of the change.

74. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half (1/2) of all reasonable and necessary medical, vision, and dental expenses for the minor child as indicated.

75. The parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parties.

76. The party who incurs medical and/or dental expenses on behalf of the minor child shall provide written verification of the cost and payment of medical and/or dental expenses to the other party within thirty (30) days of payment. Once notified of his or her portion of the medical, vision, and/or dental expenses that have been incurred on behalf of the minor child, the receiving party shall remit payment within thirty (30) days of receipt of the verification.

77. In addition to any other sanctions provided by the Court, either party incurring medical, vision, and/or dental expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the above paragraphs.

Childcare

78. Due to the age of the child, out-of-pocket work-related childcare expenses are not anticipated.

School

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79. So long as the child remains in public school, each party shall be ordered to pay fifty percent (50%) of any required out-of-pocket school expenses incurred through graduation from high school. The party incurring the out-of-pocket school expense shall submit to the other party the invoice, bill, receipt, or other verification of the incurred expense within thirty (30) days of payment. The other party shall then reimburse their 50% out of pocket share within thirty (30) days of receipt of proof of payment (invoices, bills, receipts, and/or other verification).

Tax Exemption

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80. Brett shall claim the minor child as a dependent in odd years, and Heidi shall claim her in even years.

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81. Notwithstanding the information set forth above, pursuant to Utah Code Ann. § 81-6-210, the paying party shall not be allowed to claim the child as a tax exemption if he/she is not current on his or her child support obligation as of December 31st of the tax year he/she is

entitled to the exemption. If the party owing child support is not current as of December 31 of the tax year they are to claim the child(ren), the tax exemptions for the child shall be forfeited to the other party.

82. The parties shall cooperate in signing any forms required by the IRS to allow the other party to claim the children when he or she is entitled to the exemption.

ALIMONY

83. In lieu of alimony, the parties have agreed to the property settlement outlined below which both parties agree is fair, full, and final consideration. As such they agree that alimony shall be waived and forever barred.

PROPERTY AND DEBTS

Personal Property

84. During the term of this marriage the parties have acquired certain personal property, items of household goods, furnishings, fixtures, appliances and other items of personal property.

85. Brett shall receive gifts given to him and Heidi shall receive gifts given to her free and clear of any interest of the other party.

86. Brett shall be entitled to all Finklea family collectables or any other personal property (clothes, shoes, personal effects, memorabilia, etc.) that belongs to him in the marital home.

87. Heidi shall be entitled to all Hillstead family collectables as well as any other personal property (clothes, shoes, personal effects, memorabilia, etc.) that belongs to her in the marital home.

88. Brett is awarded his personal property in the marital home, including all tools, nail guns, bike rack in storage room, computer monitors, and anything else that belongs to him which Heidi has already set aside.

89. The parties shall fully cooperate regarding the collection/moving of their respective

personal property items. Within fourteen (14) days of the signing of this agreement, Heidi shall deliver all Brett's personal property to him to his home in Salt Lake City. Any further disputes regarding personal property shall be resolved through counsel. If resolution through counsel is not possible, the parties retain all available remedies.

Vehicles

90. The parties have acquired the following vehicles during the marriage, which shall be divided as follows:

a.

Brett shall be awarded:

i.

2021 Ford F-350 Super Duty and all obligations and payments associated therewith holding Heidi harmless therefrom;

ii.

2021 Jeep Wrangler Unlimited Rubicon and all obligations and payments associated therewith holding Heidi harmless therefrom;

b. _____

_____

Heidi shall be awarded:

i. _____

_____

2026 Toyota 4-Runner and all obligations and payments associated therewith holding Brett harmless therefrom;

c. _____

_____

The parties agree the following vehicles shall be awarded to their children:

i. _____

_____

2012 Jeep Wrangler Sport, which shall be awarded to the parties' minor child J.R.F.

ii. _____

_____

2022 Mazda CX-30 which shall be awarded to the parties' child Brooklyn J. Finklea.

d.

As to any vehicle awarded to a party, that party shall indemnify and hold the other party harmless as to any maintenance or liability thereon. Each party shall be responsible for any insurance, debt, and expenses associated with his or her own vehicle.

Business Interest

91. The parties have acquired an interest in House of Drapery, Pyle and Wheel, and 3154 South LLC (which is defunct). All assets and liabilities shall be awarded to Brett free and clear of any interest of Heidi with Brett holding Heidi harmless therefrom. Brett shall indemnify Heidi from all obligations and liabilities, including but not limited to attorney fees, associated with these businesses.

92. Brett has represented that Heidi is a limited (not personal) guarantor on the small business loan for House of Drapery and there is a life insurance policy through the SBA to guarantee payment of the loan in the event of Brett's death. Brett shall use best efforts to remove the marital home as collateral for the small business loan for House of Drapery, as soon as possible but in no event later than twelve (12) months of the entry of the Decree of Divorce. If

the lien cannot be removed within twelve (12) months, Brett shall cause the lien to be moved to real property solely in his name.

Bank, Retirement, and Investment Accounts

93. The parties have acquired several bank, retirement, and investment accounts during the marriage which shall be divided as follows:

a.

Bank, Retirement, Stock, Investments, and Investment Accounts

i.

Brett shall be awarded the following accounts free and clear of any interest of Heidi:

1.

Charles Schwab Roth IRA in his name ending in 7966 (after transfer to Heidi of the amount of $53,567 outlined below);

2. _____

_____

DMBA Deseret 401(k) in his name ending in 0131 (after transfer to Heidi in the amount of $133,000 outlined below);

3. _____

_____

The Penn Mutual Insurance Company Survivorship Policy ending in 0750 with a net surrender value of approximately $220,715.55;

4. _____

_____

Coinbase account in his name with an approximate value of $322.88;

5. _____

_____

All DFCU checking and savings accounts;

6. _____

_____

All SoFi checking and savings accounts;

7. _____

_____

Mountain America Credit Union checking and savings ending in 3625 (in the name of 3154 South LLC).

ii. _____

_____

Heidi shall be awarded the following accounts free and clear of any interest of Brett:

1. _____

_____

All America First Credit Union checking, savings, and money market accounts;

2. _____

_____

Schwab Roth IRA ending in 3179 in her name with an approximate balance of $79,551.99;

3. _____

_____

Intermountain 401(k) plan (T. Rowe Price) with an approximate balance of $15,832.78.

b. _____

_____

In consideration of all other property division agreements and waiving alimony as outlined in this agreement, the parties agree to divide the following accounts as outlined herein: Heidi shall receive the following equalization payments:

i. _____

_____

Heidi shall receive the amount of $133,000 from Brett's DMBA Deseret 401(k);

ii. _____

_____

Heidi shall receive the amount of $53,562 from Brett's Charles Schwab IRS ending in 7966; and

iii. _____

_____

Heidi shall receive the amount of $800,000 from the parties' jointly titled Charles Schwab investment account ending in 5038.

iv. _____

_____

The parties agree that Brett shall receive the remaining balances

from each of these accounts after the payments as outlined above are made to Heidi.

c. _____

_____

Each party shall be awarded his/her Venmo and like electronic accounts.

d. _____

_____

Two of the parties' children have 529 college savings accounts. The parties agree that they shall be held for benefit of the minor children, with Brett to continue as the account owner and Heidi to be allowed full access to view the account. The parties agree the accounts shall only be used for bona fide educational purposes as outlined in the provisions governing the 529 accounts.

e. _____

_____

The parties agree that these accounts shall be transferred as outlined above in the timeline outlined above. If there is no specific deadline, they shall be transferred within 30 days of the entry of the Decree of Divorce.

_____

_____

Debts

94. The parties have incurred debts which shall be divided as follows:

a.

Brett shall be responsible for the following debts holding Heidi harmless therefrom:

i.

DFCU auto loan for the Ford F-350;

ii.

Debt to Virginia Finklea & Finklea Investments;

iii.

American Express Business Platinum for House of Drapery;

iv.

American Express Delta Business credit card for House of Drapery;

v. _____

_____

Capital One Master Card for House of Drapery;

vi. _____

_____

Capital One Visa Card for House of Drapery;

vii. _____

_____

Bank of America Visa Card for House of Drapery;

viii. _____

_____

The SBA loan associated with House of Drapery;

ix. _____

_____

Heidi shall immediately cease using any of these credit cards/lines of credit and Heidi shall be removed as a card holder/user.

b. _____

_____

Heidi shall be responsible for the following debts holding Brett harmless therefrom:

i. _____

_____

Barclays credit card in Heidi's name.

ii. _____

_____

American Express card in Heidi's name.

iii. _____

_____

Brett shall immediately cease using any of these credit cards/lines or credit and Brett shall be removed as a card holder/user.

c. _____

_____

The parties agree that all other debts and obligations shall be distributed to the party who incurred the debt, including credit card debt incurred after the parties separated.

d. _____

_____

The parties agree to indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Each party shall notify the respective creditors or obliges regarding the Court's division of

the debts, obligations, and liabilities, and provide the parties' separate current addresses to the respective creditors and obliges.

Real Property

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95. **Marital Home.** During the marriage the parties purchased a home located at 302 Lewis Park Drive, Bountiful, Utah (the Marital Home) which has no debts or encumbrances. The parties agree that in exchange for all property division, asset division, and alimony waivers as outlined herein, Heidi is awarded the home free and clear of any interest of Brett, with consideration having been provided to her pursuant to the asset division/account division/real property division/alimony waiver agreements as outlined herein.

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96. **3154 South 300 West**. During the marriage the parties purchased a commercial property located at 3154 South 300 West in Salt Lake City, Utah. The parties agree that Brett shall be awarded this property free and clear of any interest of Heidi, with consideration having been provided to him pursuant to the account division/account division/real property division/alimony waiver agreements outlined herein.

Maiden Name

97. Heidi shall be able to return to her maiden name of Hillstead should she so choose.

Quitclaim Deeds and Titles

98. If necessary, the parties shall sign and cooperate as necessary any deeds and/or titles necessary for the execution of the division of interest as outlined herein.

Tax Advice

99. The parties acknowledge that their attorneys are not accountants and do not render any tax advice to the parties as to the terms or tax consequences of this agreement.

100. The parties agree to file separate tax returns for 2026.

101. The parties agree to indemnify each other and holding the other party harmless regarding any liabilities arising from his/her respective tax returns and obligations.

Attorney Fees

102. Each party shall pay his or her own attorney fees relating to the settlement of this case and any final documents related to the same.

Cooperation and Execution of Documents

103. The parties agree to fully execute whatever documents are necessary for the

implementation of the terms of this Agreement and the subsequent terms set forth in the Decree of Divorce.

104. Should a party fail to execute documents and/or the other party is required to bring a motion to enforce a provision, the court may appoint another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. The disobedient party shall also pay the reasonable attorney costs and fees as a result of the enforcing party having to bring the matter before the Court.

Waiver of Trial, Representation of Valuations, Taxes, and Acceptability.

105. The parties understand that the mediator did not give legal advice to either party but is a neutral facilitator only. The parties have not relied upon representations of the mediator in any way in the determination of the acceptability of this agreement, the valuation of the assets or obligations, or the tax implications of the terms herein.

106. The parties have had the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

Fair Settlement Disclosure

107. Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms herein voluntarily and of their own free will, and that he or she does so free from any undue influence, threat, or duress.

108. The parties represent they have fully disclosed all property, accounts, assets, and marital property they own. Should any undisclosed property, accounts, assets or marital property be discovered that is not specifically listed herein, the non-disclosing party shall be awarded in the entirety of the non-disclosed account/asset.

109. Both parties are fully informed, understand and acknowledge that unless there has been fraud or non-disclosure of assets as outlined in the preceding paragraph, in signing this Agreement, the case will be fully, completely and finally settled.

Miscellaneous Provisions

110. Both Parties warrant that they executed the Agreement voluntarily and of their own free will and choice.

111. Each Party warrants that they were not being coerced and were not subject to undue influence, duress, coercion, or impairment when executing the Agreement.

112. This Agreement and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

113. If any term, paragraph, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

114. The Stipulation of the parties is effective on the date signed by all parties. The Agreement resolves all issues pending between the parties, except and unless specifically reserved herein. Both parties acknowledge the jurisdiction of this court and consent thereto.

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115. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE SIGNATURE AND SEAL AT THE TOP OF PAGE 1****

APPROVED AS TO FORM:

DATED this __ day of October 2026.

OLSEN & OLSEN ATTORNEYS AT LAW, LLC

**No response received in time frame per URCP 7*
Mitch Olsen
Attorney for Respondent Heidi Finklea

RULE 7(j)(4) NOTICE

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Should no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court.

I certify that this document was served on the opposing party via email on this 19th day of October 2026.

STRONG & HANNI

/s/ Sadé A. Turner
Sadé A. Turner
Breeze Parker
Attorneys for Petitioner Brett Finklea

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of November 2026, a true and correct copy of the foregoing was served by the method indicated below, to the following:

Mitchell Olsen Olsen & Olsen Attorneys at Law, LLC 8142 South State Street Midvale, UT 84047 mitch@olsenfamilylaw.net *Attorney for Respondent*	[ ] U.S. Mail, Postage Prepaid [ ] Hand Delivered [ ] Email [ ] Facsimile [X] Greenfiling

/s/ Denise Hughes