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IN THE THIRD JUDICIAL DISTRICT COURT SALT LAKE COUNTY, STATE OF UTAH 450 S. State St., Salt Lake City, UT 84111	
IN THE MATTER OF THE MARRIAGE OF: CHRISTINA MARIE CUTHBERT, Petitioner, and MICHAEL BRADLEY CUTHBERT, Respondent.	DECREE OF DIVORCE
	Case:254905534 Judge: Joel Ferre Commissioner: Russell Minas Discovery Tier: 4

This matter came before the above-entitled court by way of pleading, seeking the court's entry of a Decree of Divorce. The Court having entered its Findings of Fact and Conclusions of Law, and having fully considered the file and all matters herein, does hereby:

ORDER, ADJUDGE AND DECREE:

DECREE OF DIVORCE

Petitioner and Respondent are hereby awarded a Decree of Divorce, each from and against the other, on the grounds of irreconcilable differences, the same to become final and absolute upon signing by the court and entry by the clerk in the Registry of Actions.

1. RESIDENCY. Petitioner and Respondent have been actual and bona fide residents of Salt Lake County, State of Utah for at least three months prior to the filing of this divorce action.

2. JURISDICTION. The parties resided in the marital relationship in the State of Utah and therefore this Court has jurisdiction over the subject matter pursuant to Utah Code.

3. INTERNATIONAL JURISDICTION. The United States, and more specifically the State of Utah, is the habitual residence of the children for the purposes of the Hague Convention or any international custody dispute.

4. MARRIAGE STATISTICS. Petitioner and Respondent were married on August 8, 1996, at Oxnard, Ventura County, State of California, and are presently husband and wife.

5. GROUNDS. In the marriage of the parties, differences have arisen that cannot be reconciled making it impossible to continue the marriage. The parties shall be awarded a decree of divorce on the grounds of irreconcilable differences in accordance with Utah Code Annotated § 81-4-405(1)(h).

6. CHILDREN. There have been six (6) children born as issue of this marriage. The children have reached majority, with the exception of two (2) namely:

<u>Name of Child</u>	<u>Date of Birth</u>
A.C.	07/2008

S.C.	06/2010
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No further children are expected.

7. JUVENILE PROCEEDINGS. Upon information and belief, proceedings involving the custody of the children have not been filed in Juvenile Court.

8. UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT. Utah is the home state of said minor children pursuant to U.C.A. §78B-13-201(1)(a), in that:

a. Utah is the home state of the minor children at the time of commencement of this proceeding.

b. Said minor children reside with Petitioner and Respondent at 6593 West Sunrise Oak Drive, West Jordan, UT 84081.

c. Neither Petitioner nor Respondent has been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this state or any other state.

d. Neither Petitioner nor Respondent has information of any custody proceeding concerning the subject minor children in a court of this or any other state.

e. Neither Petitioner nor Respondent knows of any person, not a party to these proceedings who has physical custody of the subject minor children and who claims to have custody or visitation rights with respect to said children.

9. CHILD CUSTODY AND PARENTING PLAN. Petitioner and Respondent are fit and proper persons to be awarded, and shall be awarded joint legal and joint physical custody, and such custody award is in the best interests of the children.

a. The children shall remain in their current schools until graduation unless the parties mutually agree otherwise. The children shall remain with their current healthcare and dental providers. The parties agree and acknowledge that the parent-time schedule shall not be enforceable against A.C., who will turn eighteen in July 2026 (approximately four months from now). The parties agree and acknowledge that activities or employment of the minor child S.C. shall not be cause to request make-up parent-time. If the child has work, school activities, or extracurriculars then those activities do not change the underlying parent-time schedule and each parent will support the child's participation and allow the child to participate during his or her parent-time.

b. **Custody:** Custody shall be subject to Mother's and Father's rights to reasonable parenting time as the parties may agree, or, if the parties cannot agree, parent-time shall be pursuant to U.C.A. §81-9-303, except that wherein the Decree and U.C.A. §81-9-303 differ, the Decree and the terms of the parenting plan described therein shall be the controlling order of the Court. Any amendments, revisions, or changes made to U.C.A. §81-9-303 after the entry of the Decree of Divorce shall not alter the parenting plan described therein unless both parents mutually agree in writing to adopt the changes or revisions.

c. **Weekday parent-time:** One weekday evening to be specified by Father or the court or Thursday evening if not specified, beginning with pick up from school, or at 5:30 p.m. if school is not in session, and ending the following day upon delivering the child to school or at 8 a.m. if there is no school.;

d. **Weekend parent-time:** Beginning on the first weekend after March 31, alternating weekends beginning with pick up from school, or at 6 p.m. if school is not in session, on Friday and ending on Monday upon delivering the child to school or at 8 a.m. if there is no school;

e. **Holiday parent-time:** each holiday granted to the noncustodial parent in accordance with the holiday schedule described in U.C.A. §81-9-303(15) and described herein; and

Holiday	Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the day following MLK Day; or at 8 a.m. on the day following MLK Day if there is no school	Odd years	Even years
President's Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the day following President's Day; or at 8 a.m. on the day following President's Day if there is no school	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends upon delivering the child to school on the first day of school following the end of spring break	Odd years	Even years

Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the day following Memorial Day (observed); or at 8 a.m. on the day following Memorial Day (observed) if there is no school	Even years	Odd years
Mother's Day	Holiday begins on Mother's Day at 9 a.m. Holiday ends on Mother's Day at 7 p.m.	Mother every year	Mother every year
Father's Day	Holiday begins on Father's Day at 9 a.m. Holiday ends on Father's Day at 7 p.m.	Father every year	Father every year
Independence Day	Holiday begins on July 3 rd at 6 p.m. Holiday ends on July 5 th at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23 rd at 6 p.m. Holiday ends on July 25 th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the day following Labor Day; or at 8 a.m. on the day following Labor Day if there is no school	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends upon delivering the child to school on the first day of school following the end of fall break	Odd years	Even years
Halloween	Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday	Even years	Odd years

	ends at 9 p.m. on the same day the holiday begins.		
Thanksgiving	Holiday begins on Wednesday at 6 p.m. or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the Monday following Thanksgiving; or at 8 a.m. on the Monday following Thanksgiving if there is no school	Even years	Odd years
Winter Break (First Half)	Holiday begins at 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27 th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27 th at 7 p.m. Holiday ends upon delivering the child to school on the day that school resumes after the winter break	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

f. **Extended parent-time:** extended parent-time with the child or children when school is not in session for summer break in accordance with U.C.A. §81-9-303(7)

i. For extended parent-time with the child or children under U.C.A. §81-9-303(6)(d) and (8), and at the election of Father, Father is entitled to up to four weeks of parent-time with

the children, which may be consecutive, or may be taken in 2 two-week sessions with at least 2 weeks in between, when school is not in session for summer break.

ii. For the four weeks of extended parent-time for Father under U.C.A. §81-9-302(2), two weeks, which shall be taken as a consecutive two-week block, shall be uninterrupted parent-time for Father; and two weeks, which shall be taken as a consecutive two-week block, may be interrupted by Mother for a weekday visit from 9 a.m. – 8:30 p.m. on the same day on which Father is granted weekday parent-time.

g. **Notification:** Each parent shall provide written notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break under U.C.A. §81-9-303(7).

i. For the notification requirement under U.C.A. §81-9-302(4)(a): in odd-numbered years Father shall provide written notice to Mother by March 1; and Mother shall provide written notice to Father by March 15; and

ii. in even-numbered years Mother shall provide written notice to Father by March 1 (for 2026, the deadline is May 1); and Father shall provide written notice to Mother by March 15 (for 2026, the deadline is May 15).

iii. If a parent fails to provide a written notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying parent.

iv. If both parents fail to provide written notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

v. If Mother intends to interrupt Father's parent-time under U.C.A. §81-9-303(7)(b)(ii), Mother shall provide notification to Father of the intent to interrupt parent-time within 10 days after the day on which Mother receives notification of Father's plans for the exercise of interrupted extended parent-time.

h. Changes to parent-time schedule: Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of preference shall be applied when determining which parent is entitled to parent-time:

i. the holiday schedule for Mother's Day or Father's Day under U.C.A. §81-9-302(12);

ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time under U.C.A. §81-9-302(3) and travels with the child overnight for the duration of the birthday holiday time period that falls during the uninterrupted extended parent-time;

iii. the holiday schedule for any holiday under U.C.A. §81-9-302(12) that is not Father's Day, Mother's Day, or the child's birthday;

iv. extended parent-time under U.C.A. §81-9-302(3); and

v. the schedule for weekday or weekend parent-time.

vi. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

i. **Third party pick-up:** A stepparent, grandparent, or other responsible adult designated by the parent receiving the children for parent-time may pick up the child or children for parent-time if the other parent is aware of the identity of the individual and if the parent exercising parent-time will be with the child or children by 7 p.m.

j. **Holiday school attendance:** If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

k. **Varying school schedule:** If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's school are dismissed for the holiday and ending the evening before any children returns to school.

10. GENERAL PARENTING PLAN PROVISIONS. The parties shall attend mediation before filing any petition to modify the parenting plan orders of the Court. The expense of mediation shall be paid by the party seeking to modify the parenting plans orders of the Court. If a party has made two written requests for mediation without response that party shall be allowed to proceed with filing a petition to modify.

a. The parties shall share parent-time transportation equally as they may agree, and if they do not agree, the receiving parent shall provide transportation for the minor children. Neither party shall transport the children without first securing appropriate car insurance and vehicle registration. Each party shall have a valid driver's license before that party transports any of the children. Each party shall use appropriate child restraint devices at all times while transporting the children.

b. Either parent may make emergency decisions affecting the health or safety of the children and shall inform the other parent when such decisions must be made. Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.

c. Whenever possible, the parents will discuss issues and attempt to reach an agreement on significant and substantial issues affecting the minor children. The parties will attempt to reach an agreement in the best interest of the children. If the parties cannot agree, the parties will follow the following dispute resolution process: First, they will confer with each other; second, and if they cannot agree, they shall seek the assistance of a neutral third party expert in the relevant field (ex. pediatrician, teacher, therapist) and shall agree to follow the recommendation of the expert; third, the parties shall attend mediation narrowly focused on the disputed issue; and fourth, if they still do not agree, either party shall bring the issue before the court for resolution. Throughout the dispute resolution process, in accordance with Utah law:

i. preference shall be given to the provisions in the Parenting Plan;

- ii. parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;
 - iii. a written record shall be prepared of any agreement reached in counseling or mediation and provided to each party;
 - iv. if the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent;
 - v. the district court shall have the right to review the dispute resolution process; and
 - vi. the provisions of § 81-9-203 (10)(c), Utah Code Annotated (as amended), shall be set forth in any final decree or order.
- d. For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:
- i. An itinerary of travel dates;
 - ii. destinations;
 - iii. places where the children or traveling parent can be reached; and,
 - iv. the name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. All communication between the parties will be civil. The children will not be used as messengers between the parties.

f. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule. A parent who gives up parent-time to accommodate a special event in the life of the other parent shall be given make-up parent-time that is equal in quality and duration, for example: holiday time for holiday time, weekend time for weekend time.

g. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children. The children always have a right to contact either parent at any reasonable time, and the parents shall allow the children to do so.

h. In all cases, the parents will exchange information concerning the health, education, and welfare of the children, and, unless it is an emergency situation, confer before making decisions concerning any of these areas. Both parties will have access to the children's school, church, and other records and will include the other party as a parent on such records. The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and of which the other parent does not have independent notice, and both parties shall be entitled to attend and participate fully. Both parties shall have an affirmative duty to seek out information regarding events and activities by signing up for e-mail lists, etc.

i. Both parties are allowed to attend any activity for the minor children.

j. Respondent and Petitioner shall each be responsible for all costs associated with his or her own exercise of parent-time with the parties' minor children.

k. Either parent may bring enforcement actions without the need of mediation.

l. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the plan are not affected.

m. The parenting plan described herein is filed in good faith and Petitioner and Respondent believe the plan is in the best interests of the children.

11. MUTUAL RESTRAINING ORDERS: The Court shall order the following as restraining orders in this action.

a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or parent-time.

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

c. Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from

questioning, interrogating, or otherwise “pumping” the children for information about the other parent.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent’s parent-time.

e. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such violations, or shall remove the children from such circumstances.

f. Both parties are restrained from speaking to one another for purposes other than issues related to the children unless both agree to do so otherwise.

g. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

12. DIVORCE ORIENTATION AND EDUCATION COURSES. As required pursuant to U.C.A. §§ 81-9-103 and 81-4-105, each party shall attend and complete the divorce orientation course and divorce education course.

13. CHILD SUPPORT. Petitioner (Christina) shall be awarded child support paid by Respondent (Michael) in the amount consistent with the child support guideline using the sole custody worksheet. Respondent has agreed to a deviated child support order, meaning specifically, that while Petitioner and Respondent share joint physical custody, child support

shall be calculated using the sole custody worksheet. Petitioner has gross monthly income of \$6,229.00 per month, which includes her USPS income and her Centennial Management Group income. Respondent has gross monthly income of \$8741.00 per month, which includes his Utah Department of Transportation Income and Grubhub income. Child support shall be calculated using the sole custody worksheet with Petitioner being stated as the custodial parent. Child support for two minor children shall be \$1259.00 per month. Child support for one minor child, beginning August 1, 2026, shall be \$783.00 per month.

a. Pursuant to U.C.A. § 81-7-102, child support shall continue until the youngest child of the parties reaches the age of 18 or graduates from high school with his or her normal graduating class, whichever occurs last, or until the child marries, becomes a member of the US Armed Forces, or otherwise legally emancipates. The monthly child support shall 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, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. The payor's income shall be subject to immediate and automatic withholding for the payment of child support through the Office of Recovery Services pursuant to U.C.A. § 26B-9-303 should either party choose to pay or collect support through the Office of Recovery Services or upon the Office's own intervention. If support is not paid or collected

through the Office, it shall be paid by any mutually agreed upon method that creates a record of payment, such as check, direct deposit, banking app, etc.

c. In the event the Office of Recovery Services is enforcing child support, each party shall keep the Office of Recovery Services informed of changes in his or her address, employment, income, or medical insurance coverage.

d. In the event the Office of Recovery Services is enforcing child support, each party of this action may request that the Office of Recovery Services review the Court's child support order for this action to determine whether a modification of the Court ordered child support should be pursued.

e. The child support award may be modified prospectively pursuant to U.C.A. § 81-6-212:

(1) U.C.A. § 81-6-212(5)(a): If a child support order has not been issued or modified within the previous three years, a party may move the court to adjust the amount of a child support order.

(2) U.C.A. § 81-6-212(5)(b): If there is a difference of 10% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.

(3) U.C.A. § 81-6-212(3): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this subsection.

(4) U.C.A. § 81-6-212(3)(c): A substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; and
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(5) U.C.A. § 81-6-212(5)(b): The court shall take into account the best interests of the child and determine whether a substantial change has occurred. If it has, the court shall then determine whether the change results in a difference of 15% or more between the amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature,

the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

i. Despite the parent-time agreement herein, the Sole Custody Child Support Obligation Worksheet was used to calculate the base child support obligations herein, pursuant to U.C.A. § 81-6-101(15), both parents shall contribute to the expenses of the child in addition to paying child support, including, but not limited to, ½ the children's reasonable and necessary school fees and mutually agreed upon regular extracurricular activities.

j. Child support shall be paid through Zelle, or direct transfer through Wells Fargo, or other mutually agreed-upon electronic transfer method.

14. CHILDCARE. There is no anticipated need for childcare due to the age of the children.

15. AUTO INSURANCE. Each party shall obtain their own auto insurance on or before March 9, 2026.

16. CELL PHONE. On or before March 3, 2026, Respondent shall request a PIN, or authorize Petitioner to port her cell number to a new plan, and send notice to Petitioner. On or before March 9, 2026, Petitioner shall be responsible for transferring her cell phone to a new plan.

17. HEALTH, ACCIDENT AND DENTAL INSURANCE. Respondent has been paying all health insurance premiums and out-of-pocket health care expenses for the minor children. Pursuant to U.C.A. § 81-6-208:

a. The parent who can obtain the best insurance for the most reasonable price shall be required to maintain medical, hospital, dental and vision insurance for the dependent children where insurance is available at a reasonable cost and where the insurance coverage is accessible to the children.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of MICHAEL BRADLEY CUTHBERT shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of CHRISTINA MARIE CUTHBERT shall 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, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

d. A parent incurring health care 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 this order.

e. The parent ordered to maintain insurance shall provide verification of coverage to the other parent and ORS, if ORS is providing collection services, on or before January 2 of each year, and notify the other parent and ORS, if ORS is providing collection services, of any

change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

f. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense 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.

18. UNINSURED MEDICAL AND DENTAL EXPENSES OF CHILDREN. The Court shall issue an Order in which both parents share equally in all uninsured routine medical and dental expenses, [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as all other reasonable and necessary uninsured medical and dental expenses, in accordance with U.C.A. § 81-6-206.

a. Either parent who incurs medical expenses for parties' minor children shall provide written verification of the cost and payment of such medical expenses to the other parent within 30 days of payment.

b. In addition to any other sanctions provided by the Court, either parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent knowingly and willingly fails to comply with subparagraph a, as applicable.

c. The custodial parent shall be ordered to provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor children. Pursuant to statute, each creditor is to be notified by the custodial parent that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

19. TAX EXEMPTIONS. Tax exemptions, credits, and similar shall first and foremost be governed by applicable federal law and IRS regulation. Petitioner and Respondent shall equally divide the exemptions and credits for all eligible children. While there are two eligible children, Petitioner and Respondent shall each be entitled to claim one exemption for the minor children on their respective income taxes. In the event there is only one child eligible to be claimed, the parties shall alternate claiming the child as a dependent for income tax purposes, with Respondent entitled to claim the child in even-numbered tax years and Petitioner entitled to claim the child in odd-numbered tax years.

a. Pursuant to U.C.A. § 81-6-210(4), a parent may not claim a child or children as exemptions for federal and state income tax purposes if that parent is not current in her or his child support obligation.

b. Pursuant to U.C.A. § 81-6-210(5), a parent may not claim a child or children as exemptions for federal and state income tax purposes unless the award will result in a tax benefit to that parent.

20. ALIMONY. Petitioner and Respondent are both healthy, mature adults, able bodied and capable of employment. Therefore, neither party is in need of alimony from the other. Petitioner forever waives her claim for alimony now and in the future.

21. PERSONAL PROPERTY. During the term of this marriage the parties have acquired certain personal property. It is reasonable that said property shall be distributed as the parties agree; however, in the event parties are unable to agree the Court shall divide such personal property as is equitable. Petitioner alleges the following is an equitable distribution of the personal property:

a. To Petitioner:

- (1) 2019 Grand Caravan
- (2) 2005 Grand Caravan
- (3) Personal effects, books, papers, and memorabilia
- (4) Household goods and furnishings not otherwise awarded

b. To Respondent:

- (1) 2025 Ram 1500
- (2) 2019 Cherokee Trailer
- (3) Bedroom Furniture
- (4) Personal effects, books, papers, memorabilia
- (5) 2013 Nissan Sentra
- (6) Tools and contents of garage except for lawncare equipment
- (7) Bedroom tv
- (8) Respondent's desk in basement

c. Petitioner agrees to not dispose of, damage, alter, destroy, or in any way interfere with Respondent's awarded property prior to the agreed-upon removal dates. Respondent shall

vacate the marital home by midnight at the close of March 31, 2026. Respondent shall remove the listed items of property within the marital home by March 31, 2026. If Respondent inadvertently leaves behind any personal property within the marital home after March 31st, Petitioner shall not dispose of the property without Respondent's written permission. Petitioner may move the left behind items to the garage. Respondent shall remove the property from the garage by midnight at the close of July 31, 2026. After that time, Petitioner is free to dispose of any property left in the garage. Should Petitioner discover any of Respondent's property at any time after July 31, 2026, Petitioner shall immediately notify Respondent and Respondent shall have two weeks to retrieve the property. Petitioner and Respondent shall communicate in writing to coordinate pickup dates and times for the removal of Respondent's personal property.

- d. Trailer Parking. The parties agree that Respondent shall pay Petitioner \$50.00 per month to park the camping trailer at the marital home. Either party will provide minimum sixty days' notice if either party chooses to end this agreement. Respondent shall have reasonable access to the trailer at all times while he is paying to park the trailer at the marital home.

22. REAL PROPERTY. During the period of their marriage, the parties have acquired certain real property including a residence at 6593 West Sunrise Oak Drive, West Jordan, UT 84081, which property is held in joint tenancy.

- a. It is fair, equitable, and proper that the Petitioner be awarded the marital residence as her sole and separate property. As part of global settlement of the marital

estate, including the retirement accounts and pensions, Petitioner shall be entitled to all of the equity in the marital home.

b. Petitioner shall remove Respondent's name from the mortgage on the marital home via refinance, assumption, or sale within five years of the date of the issuance of the Decree of Divorce. Respondent shall quitclaim his interest in the home to Petitioner in conjunction with the removal of his name from the loan. If Petitioner ceases to live in the marital home as her primary residence or remarries prior to the expiration of the five-year deadline, Petitioner shall have six months from the date she moves out of the home or the date of marriage to remove Respondent's name from the mortgage.

c. If Petitioner fails to remove Respondent's name by the applicable deadline, the home shall be immediately listed for sale and sold.

d. Petitioner shall keep the mortgage, property taxes, and other debts secured by the home current. If Petitioner is unable to make a payment on time, Petitioner shall provide immediate notice to Respondent. Respondent shall have the right to make any necessary payments to avoid damage to his credit. Petitioner shall be required to reimburse Respondent for any payments made within 30 days. If Petitioner fails to reimburse Respondent then statutory interest shall apply and a judgment shall be issued in favor of Respondent for the amount owing.

e. Petitioner shall be solely responsible for all mortgage payments, property taxes, insurance, utilities, maintenance, and any other expenses or obligations

associated with the property and shall hold Respondent harmless therefrom as of the date of this agreement.

23. EXPENSE FOR REPAIR OF CHILDREN'S BATHROOM. Respondent agrees to reimburse one-half of Petitioner's actual out-of-pocket expense for repairs and renovations of the children's upstairs bathroom up to a maximum of \$7500.00. Petitioner shall provide a copy of all work orders, invoices, and receipts to Respondent within 30 days of when Petitioner receives them. Respondent will reimburse Petitioner one-half the amount of each receipt or paid invoice within 30 days of receipt. Respondent shall pay ½ of the actual out-of-pocket expenses actually paid by Petitioner or \$7,500.00, whichever is less. Petitioner shall provide photographic proof to Respondent that the work has been completed.

24. BUSINESS INTERESTS. The parties own no interests in any businesses.

25. FINANCIAL ASSETS/ACCOUNTS: The parties' financial accounts, including bank accounts and the HSA account, shall be awarded the party who is the primary account holder. Any joint accounts shall be closed. The DNP account shall be awarded to the minor daughter A.C. There are no known joint accounts with a positive balance.

26. DEBTS. The parties shall each be assigned the debts in his or her own name.

a. Petitioner shall be ordered to pay and assume the following debts:

Canyon View Union		Mortgage
Wells Fargo		Credit Card

Disney Credit Card		Credit Card
University of Utah		Medical debt

b. Respondent shall be ordered to pay and assume the following debts:

Amazon		Credit Card
Care Credit		Dentist
Wells Fargo		Credit Card
Wells Fargo		Credit Card
Furniture Row		Store Card
Home Depot		Store Card

c. Each party shall be ordered to pay and assume their own debts incurred after the date on which Petitioner filed her *Petition for Divorce*. Thereafter it is reasonable and proper that all debts and obligations contracted by the parties shall be the responsibility of the party who incurred the particular debt.

d. Each party shall indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Pursuant to U.C.A. § 81-4-406(3)(b), each party shall notify the respective creditors or obligees regarding the Court's division of the debts, obligations and liabilities, and provide the parties' separate current addresses to the respective creditors of obligees.

27. RETIREMENT AND SAVINGS. During the period of their marriage, the parties, have acquired retirement benefits and/or savings plan(s). It is reasonable that each party is entitled to the proceeds of their own respective plans. Petitioner is entitled to her retirement

accounts and pension. Respondent is entitled to his retirement accounts and pension. The parties have agreed to this award of retirement accounts as part of the global settlement of the marital estate, including the award of the marital home and equity.

28. RESTRAINT AGAINST USE OF PERSONAL INFORMATION. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

29. NAME CHANGE. Petitioner shall be restored to her former surname of Edwards and shall henceforth be known as Christina Marie Edwards, if she so desires.

30. ATTORNEY FEES AND COSTS. Petitioner and Respondent shall each be responsible for their own attorney fees and costs in this matter up to and including the issuance of the Decree of Divorce.

31. DOCUMENT DELIVERY. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of any order, decree or judgment entered herein. Should a party fail to execute a document within 60 days of the entry of any order, decree or judgment, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

SO ORDERED.

*****In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.*****

Approval as to form:

/s/ Perry Bsharah

Perry Bsharah

Attorney for Petitioner

Signed with permission given via e-mail on 3/31/26.

/s/ Erin Dickerson

Erin Dickerson

Attorney for Respondent 3/25/26