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**IN THE THIRD DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:	DECREE OF DIVORCE
WHITNEY FRAZIER, Petitioner,	Case No. 264902290
and	Judge: Heather Brereton
MATTHEW FRAZIER, Respondent.	Commissioner: Renee Blocher

The Court, having received the Stipulation and Marital Settlement Agreement (“**Stipulation**”), which was executed and entered into on April 13, 2026, by Petitioner, WHITNEY FRAZIER, and Respondent, MATTHEW FRAZIER, to settle the terms of their divorce, and having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, it is hereby ORDERED, DECREED, AND ADJUDGED as follows:

JURISDICTION AND VENUE

1. Petitioner, Whitney Frazier (“**Whitney**”) is a resident of Salt Lake County, State of Utah,

and was so for more than three (3) months prior to the commencement of this action.

2. Respondent, Matthew Frazier (“**Matt**”) is also a resident of Salt Lake County, State of Utah, and was so for than three (3) months prior to the commencement of this action.

3. Both parties consent to the subject matter jurisdiction, personal jurisdiction, and venue in the above-captioned court.

4. Therefore, jurisdiction and venue in the above-captioned court is proper pursuant to Utah Code Annotated §§ 81-4-402(1)(a) and (c).

5. The parties were married on June 24, 2015, in Salt Lake County, State of Utah. The parties separated in December 2024.

6. There have been three (3) Minor Children born as issue of the parties’ marriage, namely: SAF (born September 21, 2015), BBF (born October 21, 2019, and SRF (born August 1, 2021) (collectively, the “Minor Children”).

7. Utah is the home state of the Minor Children pursuant to Utah Code Annotated § 81-11-101, *et seq.*

GROUND AND DIVORCE

8. Irreconcilable differences have arisen between the parties that render continuation of the marriage impossible. Therefore, the parties are granted a divorce pursuant to Utah Code Annotated § 81-4-405(1)(h).

MATTERS RELATED TO MINOR CHILDREN

9. It is in the best interests of the Minor Children that the court order and decree the following with regard to custody, parent-time, child support, and other financial matters related to the Minor Children.

CUSTODY

10. It is in the best interests of the Minor Children that the parties be awarded joint legal and physical custody of the Minor Children. However, Whitney's home, wherever it may be, shall be deemed the primary residence for the Minor Children for purposes of schooling, records, and relocation determinations.

11. The Minor Children will attend school within the Canyons School District, and the parties shall maintain their respective residences within 15 miles of the Canyons School District as well.

12. Pursuant to Utah Code Annotated § 81-9-202(10)(c), both parties shall be listed on all records for the Minor Children and both parties shall have full access to all of the Minor Children's records, including but not limited to their medical, dental, orthodontic, optical, therapeutic, school, daycare, extracurricular activity (regardless of whether or not an activity was agreed to by both parties), and religious records. Similarly, both parties shall have access to and be able to communicate freely with any and all of the Minor Children's doctors, dentists, teachers, counselors, coaches, religious leaders, etc.

PARENT-TIME

13. Parent-time with the Minor Children shall be as the parties can agree in writing. If the parties are unable to agree, the parties' parent-time shall be pursuant to the equal parent time provisions of Utah Code Annotated § 81-9-305, as follows:

	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>Sat</u>
Week 1	W	W	W	M	M	M	M
Week 2	M	W	W	M	M	W	W

14. Exchanges of the Minor Children shall be as the parties can agree in writing. If the parties are unable to agree, exchanges shall be pursuant to Utah Code Annotated § 81-9-303(6), as follows:

a. Unless the parties agree otherwise in writing, the receiving party shall provide transportation for the Minor Children during exchanges.

b. Pursuant to Utah Code Annotated §§ 81-9-202(5)(c) and (d), both parties shall be on time for parent-time exchanges and shall have the Minor Children ready for the exchange at the appointed time.

15. Holidays with the Minor Children shall be as the parties can agree in writing. If the parties are unable to agree, the parties' holidays shall be as outlined in Utah Code Annotated § 81-9-303 (as summarized in the following chart):

Holiday	Holiday Time Period	Years Whitney is Granted Holiday	Years Matt 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 the parent can be with the minor child; (b) the time that school is regularly dismissed; or	Even years	Odd years

	(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 p.m.	Every Year	Never
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.	Never	Every Year
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	Even years	Odd years

	Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
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: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

16. Extended / summer break parent-time with the Minor Children shall be as the parties can agree in writing. If the parties are unable to agree, the parties' extended / summer break parent-time shall be pursuant to Utah Code Annotated § 81-9-305(5), as follows:

- i. Each year, a party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.
- ii. In even years, Whitney shall make a designation at any time on or before May 1 and Matt may make a designation after May 1, but no less than 30 days prior to the uninterrupted time being designated.
- iii. In odd years, Matt may make a designation at any time on or before May 1 and Matt may make a designation after May 1, but no less than 30 days prior to the uninterrupted time being designated.
- iv. The two consecutive weeks of extended parent time take precedence over all holidays except for Mother's Day and Father's Day.

PARENTING PLAN

- 17. Communication between the parties about Minor Children shall be between the parties only, and not with other third parties, including step-parents.
- 18. All communications between the parties shall be courteous, respectful, and focused. Both parties shall strive to de-escalate any tensions between them.
- 19. Pursuant to Utah Code Annotated § 81-9-203(11), neither party shall have unilateral decision-making authority regarding the Minor Children's education, healthcare, or religious upbringing.
- 20. Pursuant to Utah Code Annotated § 81-9-203(11)(e)(ii)(B), both parties shall have access to the Minor Children during school and have authority to check the Minor Children out of

school, but pursuant to Utah Code Annotated § 81-9-202(6), a party may not interrupt regular school hours for the school-age Minor Children for the exercise of parent-time.

21. Pursuant to Utah Code Annotated § 81-9-203(10), except in cases of an emergency, if the parties are not able to resolve a dispute about an educational, healthcare, or religious upbringing concern/issue involving the Minor Children, the parties shall, in good faith, use the following dispute resolution process:

a. The party who has the concern/issue shall write down the concern and email it to the other party. Immediately after this occurs, the party who has the concern/issue shall also text the other party, indicating that an email has been sent regarding a concern. The other party shall then read the concern/issue and respond within twenty-four (24) hours.

b. The parties shall then speak in person or by phone to attempt to resolve the concern/issue. If the parties are able to reach an agreement, they shall confirm said agreement in writing.

c. If the parties are not able to resolve the concern/issue, they shall consult with experts in the field for any concern/issue that is significant and urgent, such as the Minor Children's teachers, counselors, or principals for educational decisions, the Minor Children's pediatrician for healthcare decisions, etc.

d. If the parties are still not able to resolve the concern/issue, they shall attend mediation with an agreed-upon mediator, with each party equally splitting the cost. Pursuant to Utah Code Annotated § 81-9-203(10)(c)(iii), a written record

shall be prepared of any agreement reached in mediation and provided to each party.

e. If the parties are still not able to resolve the concern/issue, either party may file an appropriate action with the court.

f. Pursuant to Utah Code Annotated § 81-9-203(10)(c)(v), if the court finds that a party has used or frustrated the dispute resolution process without good reason, the court may award attorney fees and financial sanctions to the prevailing party.

22. Pursuant to Utah Code Annotated § 81-9-203(12), each party may make decisions regarding the day-to-day care and control of the Minor Children while the Minor Children are residing with that party.

23. Pursuant to Utah Code Annotated § 81-9-202(4), each party shall give special consideration to make the Minor Children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the Minor Children or in the life of either party which may inadvertently conflict with the parent-time schedule.

24. Pursuant to Utah Code Annotated § 81-9-202(9), a party may not withhold parent-time or child support due to the other party's failure to comply with a court-ordered parent-time schedule.

25. The parties shall use a shared online calendar for the Minor Children's activities. Whitney shall set up that calendar with both parties having access to add and modify events.

26. Pursuant to Utah Code Annotated § 81-9-202(10)(a), each party shall notify the other party (via the online calendar) within twenty-four (24) hours of receiving notice of all significant school, social, sports, religious, and community functions in which the Minor Children are participating or being honored.

27. Pursuant to Utah Code Annotated § 81-9-202(10)(b), each party is entitled to attend and participate fully in all significant school, social, sports, religious, and community functions in which a Minor Child is participating or being honored.

28. Pursuant to Utah Code Annotated § 81-9-202(10)(d), each party shall immediately notify the other party in the event of a medical emergency involving the party or the Minor Children.

29. Pursuant to Utah Code Annotated § 81-9-202(11), each party shall provide the other with the party's current address and telephone number, email address, and other virtual parent-time access information within twenty-four (24) hours of any change.

30. Pursuant to Utah Code Annotated § 81-9-202(12), each party shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor Children by any of the means as defined as "virtual parent-time" in Utah Code Annotated § 81-9-101(16). Neither party shall restrict the Minor Children from being able to contact the other party at any time. Neither party shall ever delete or hide the other party's contact information on any of the Minor Children's electronic devices, nor shall they ever block the other party on any said devices.

31. Pursuant to Utah Code Annotated § 81-9-202(13)(a), since parental care is presumed to be better care for the Minor Children than surrogate care, including step-parents, each party shall have the first option (a right of first refusal) to provide care for the Minor Children over any

other third party if the party responsible for the Minor Children is not available to be with the Minor Children for a period of overnight or longer during their parent-time, and the other party is willing and able to transport the Minor Children and to personally provide care for the Minor Children. The other party shall be provided as much notice as possible.

32. Pursuant to Utah Code Annotated § 81-9-202(14)(a), each party shall provide all surrogate care providers with the name, current address, and telephone number of the other party; and provide the other party with the name, current address, and telephone number of all surrogate care providers.

33. Pursuant to Utah Code Annotated § 81-9-202(18), each party shall immediately notify the other party in writing if the party resides with an individual or provides an individual with access to the Minor Children and the party knows that the individual is required to register as a sex offender or a kidnap offender on the Sex and Kidnap Offender Registry for an offense against a minor child, is required to register as a child abuse offender on the Child Abuse Offender Registry; or has been convicted of a child abuse offense, a sexual offense against a minor child, an offense for kidnapping or human trafficking of a minor child, a sexual exploitation offense against a minor child, or an offense that is substantially similar to such offenses.

34. Pursuant to Utah Code Annotated § 81-9-202(19), for emergency purposes, whenever the Minor Children travel with a party, the traveling party shall provide the following information to the other party in writing: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the Minor Children or traveling party can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the Minor Children's location(s).

35. Either party shall be able to apply for passports for the Minor Children. The other party shall cooperate and sign whatever documents are necessary for the applications. Whitney shall keep the Minor Children's passports (if they have them), but Matt shall be able to request the use of them at any reasonable time. If a party wants to travel out of the country with the Minor Children, that party must provide sixty (60) days' advance notice to the other party in writing, with a detailed itinerary.

36. Additionally, Whitney shall keep the Minor Children's birth certificates and social security cards. However, Matt may have copies and/or use them at any reasonable time.

37. If a party intends to relocate 150 miles or more from the residence of the other party, then that party shall follow the notice requirements of Utah Code Annotated § 81-9-209.

38. Neither party shall consume or use alcohol or illegal drugs, or misuse prescription drugs to the point of impairment (i.e. beyond the legal limit to drive) while exercising parent time with the Minor Children, and up to 24 hours prior to exercising parent time with the Minor Children.

a. If either party reasonably suspects that the other party is impaired, the suspecting party may withhold parent-time with the Minor Children from the allegedly impaired party.

b. If such occurs, the allegedly impaired party shall immediately submit to a drug and alcohol test, at their own expense, and share the results with the suspecting party as soon as the results are available. Failure or refusal to immediately submit to a drug and alcohol test shall be presumed to be a positive result of impairment.

c. If the result of the drug and alcohol test is positive, the impaired parent shall lose their parent-time for that parent-time period with no makeup parent-time. If a party receives three (3) positive tests over any period of time, then that parent shall lose all parent-time until such a time as they can present themselves before the court, explain why they were impaired during parent-time, and demonstrate that they can safely exercise parent-time without being impaired.

d. If the result of the drug and alcohol test is negative, then the suspecting parent shall reimburse the testing parent for the cost of the test, and any lost parent-time shall be made up within two weeks, but shall not usurp any holiday or extended parent-times.

e. If the court ever determines that one of the parties has abused these provisions, it may award attorney fees and costs against the abusing party.

39. The parties are restrained from using the Minor Children as messengers between households.

40. The parties are restrained from discouraging the Minor Children from exercising parent-time, overnights, etc. with the other party, and shall not say or do anything, directly or indirectly, to communicate or imply to the Minor Children they do not need to have parent-time with the other party, or that the other party is unsafe, or that it is the Minor Children's decision who they live or stay with.

41. Both parties have an affirmative duty to encourage the Minor Children to have good, healthy, and strong parent-child relationships with the other party.

42. When the parties are in the presence of the Minor Children, they shall not disparage the other party.

43. The parties are restrained, during their parent-time, from making any disparaging, derogatory, unkind, or demeaning remarks about the other party; from vilifying the other party or saying or doing anything that would cast the other party in a negative light; and from doing anything that might impair the other party's parent-child relationship.

44. The parties are restrained from discussing or sharing information about the litigation with the Minor Children.

45. The parties are restrained from publicly or privately saying or posting anything negative about the other party that the Minor Children could see or to which the Minor Children could potentially be exposed.

46. The parties are restrained from harassing each other, either in person, in communications, or online.

47. The parties shall not allow any third parties to do anything that they themselves are restrained from doing under the parties' Stipulation and this Decree of Divorce, and shall immediately remove the Minor Children from any situation in which a third party is doing something that they themselves are restrained from doing.

48. Other major concerns / issues involving the Minor Children including, but not limited to, third party pick-ups and transports of the Minor Children, the Minor Children owning or using cell phones, tablets, or smart watches, the Minor Children driving, owning, or using a car when they turn 16, the payment of car-insurance for the Minor Children, whether the Minor Children will work while in school, underage military service, underage marriage, and other similar

issues, etc., shall be made as the parties can agree in writing. If the parties are unable to agree, then the parties shall follow the dispute resolution process detailed herein.

CHILD SUPPORT

49. Child support shall be calculated, governed, and enforced pursuant to Utah Code Annotated §§ 81-6-101 *et seq.*, and 81-7-101 *et seq.*

50. Matt is employed full-time and earns a gross monthly income of \$9,465.00 per month.

51. Whitney is employed part-time and is imputed with a gross monthly income of \$2,000.00 per month.

52. Pursuant to a Joint Custody Worksheet (attached as Appendix A), with Whitney having 183 overnights, and with Matt having 182 overnights, Matt's child support obligation to Whitney shall be \$701.00 per month.

53. The child support obligation shall commence on May 1, 2026.

54. Matt's said child support obligation to Whitney shall be paid through a cash app (i.e. Venmo) or by direct deposit each month into an account of Whitney's choosing.

55. Pursuant to Utah Code Annotated § 81-7-102, Matt's child support obligations shall be payable one-half (50%) on the 5th day of each and every month, and one-half (50%) on the 20th day of each month, and shall be deemed late if not paid by those dates.

56. This child support order shall be modifiable pursuant to the provisions of Utah Code Annotated § 81-6-212.

57. This child support order shall automatically adjust pursuant to the provisions of Utah Code Annotated § 81-6-213.

58. Matt's previous child support obligation, prior to and as of April 30, 2026, shall be deemed paid in full and current, and Whitney forever waives any right to recover therefrom, and to seek any arrears prior to the said date.

CHILD TAX CREDITS

59. Whitney shall be able to claim SAF as a dependent on her taxes each year for child tax credit purposes. Insofar as Matt is current on his child support obligation as of December 31st of a given tax year, then Matt shall be able to claim BBF as a dependent on his taxes that tax year for child tax credit purposes. Whitney shall be able to claim SRF as a dependent on her taxes in even tax years for child tax credit purposes, and insofar as Matt is current on his child support obligation as of December 31st of a given tax year, then Matt shall be able to claim SRF as a dependent on his taxes in odd tax years for child tax credit purposes.

60. Once SAF can no longer be claimed for child credit purposes, then Whitney shall be able to claim SRF as a dependent on her taxes for child tax purposes every year, and Matt shall continue to be able to claim BBF as a dependent on his taxes for child tax purposes every year (insofar as Matt is current on his child support obligation as of December 31st of that tax year).

61. Once BBF can no longer be claimed for child credit purposes, then Whitney shall be able to claim SRF as a dependent on her taxes for child tax purposes in even tax years, and Matt shall be able to claim SRF as a dependent on his taxes for child tax purposes in odd tax years (insofar as Matt is current on his child support obligation as of December 31st of that tax year).

62. Pursuant to Utah Code Annotated § 81-6-210(4), if Matt is not current on his child support obligations as of December 31st of a given tax year, then Whitney shall claim all three

Minor Children (or all of the remaining eligible children that can be claimed) as dependents on her taxes that tax year for child tax credit purposes.

63. Pursuant to Utah Code Annotated § 81-6-210(5), if claiming a Minor Child as a dependent for child tax credit purposes would not result in a tax benefit to one of the parties in a given tax year, then the other party shall be able to claim all three Minor Children as dependents on his/her taxes that tax year for child tax credit purposes insofar as such would result in a tax benefit for that other party.

HEALTH INSURANCE AND EXPENSES FOR MINOR CHILDREN

64. Pursuant to Utah Code Annotated § 81-6-208, Matt shall provide health, dental, and vision insurance for the Minor Children and pay the entirety (100%) of the costs of the premiums thereof. Matt waives the statutory provisions to recover any portion of the premium from Whitney.

65. If, at any point in time, the Minor Children are covered by health, dental, or vision insurance plans of both parties, the parties shall each pay their own costs of the premiums for the Minor Children's portion of health insurance, regardless of whether or not such out-of-pocket costs are equal.

66. Pursuant to Utah Code Annotated § 81-6-208(7), if, at any point in time, the Minor Children are covered by health insurance plans of both parties, the health insurance plan(s) of Matt shall be primary coverage for the Minor Children and the health insurance plan(s) of Whitney shall be secondary coverage for the Minor Children.

67. If a party remarries and the Minor Children are not covered by that party's health insurance plan but are covered by a step-parent's plan, the health insurance plan of the step-

parent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the Minor Children.

68. Pursuant to Utah Code Annotated § 81-6-208(10), a party maintaining health care coverage or insurance for the Minor Children shall provide verification of coverage to the other party upon initial enrollment of the Minor Children, and after initial enrollment on or before January 2 of each calendar year. A party maintaining health care coverage or insurance for the Minor Children shall notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change.

69. Matt shall pay the entirety (100%) of all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, therapeutic, vision, prescription, etc. expenses incurred (and actually paid) for a minor child, including co-payments, co-insurance, and deductibles. Notwithstanding this provision, Matt's payment of the Minor Children's expenses herein does not equate to control over the Minor Children's care. Pursuant to Utah Code Annotated § 81-9-203(11), neither party shall have unilateral decision-making authority regarding the Minor Children's healthcare.

70. If Whitney incurs reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, therapeutic, vision, prescription, etc. expenses for a minor child, she shall provide written verification of the cost and payment of said expenses to Matt within thirty (30) days of payment. The court may deny Whitney the right to be reimbursed for the expenses if she fails to provide written verification of the cost and payment of the expenses within thirty (30) days of payment. Matt shall reimburse Whitney the full amount of the expenses within thirty (30) days of

receiving written verification of the cost and payment of the expenses.

71. In accordance with Utah Code Annotated § 15-4-6.7(1), the parties shall fully communicate and cooperate and work with the Minor Children's providers to set up separate billing for the payment of all of the Minor Children's reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, therapeutic, vision, prescription, etc. expenses so that said providers may not make a claim for unpaid expenses against a party who has paid in full the share of the expenses that that party is required to pay under the terms of this Decree of Divorce, or make a negative credit report against that party, pursuant to Utah Code Annotated § 15-4-6.7(1).

CHILD CARE EXPENSES

72. Each party shall pay their own work and education related child care expenses for the Minor Children.

73. Each party shall provide the other party with the names, location, and contact information of any of the Minor Children's child care providers.

EXTRACURRICULAR EXPENSES FOR MINOR CHILDREN

74. The parties anticipate and agree that the Minor Children will be involved in a reasonable level of extracurricular activities.

75. Matt shall pay the entirety (100%) of the extracurricular activity registration costs for the Minor Children, so long as the activity was agreed to in advance in writing by both parties.

76. The parties shall first discuss and agree upon in writing extracurricular activities for the Minor Children before the activity is mentioned to, proposed to, or discussed with a minor child. If the parties do not agree on an extracurricular activity, then the party wishing to enroll a minor

child in an activity shall be able to do so provided that he / she pays the full cost of the activity and only if the activity will not interfere in any way with the other party's parent-time.

77. Neither party shall, either directly, subtly, indirectly, or by subterfuge, speak negatively to a minor child about another party's refusal to consent to an extracurricular activity.

78. If Whitney incurs agreed upon extracurricular expenses for a minor child, she shall provide written verification of the cost and payment of said expenses to Matt within thirty (30) days of payment. The court may deny Whitney the right to receive reimbursement for the expenses if she fails to provide written verification of the cost and payment of the expenses within thirty (30) days of payment. Matt shall reimburse Whitney the full amount of the expenses within thirty (30) days of receiving written verification of the cost and payment of the expenses.

SCHOOL EXPENSES

79. Matt shall pay the entirety (100%) of the preschool, public school, school lunch, lab fees, registration fees, book fees, etc. expenses for the Minor Children.

80. If Whitney incurs preschool, public school, school lunch, lab fees, registration fees, book fees, etc. expenses for a minor child, she shall provide written verification of the cost and payment of said expenses to Matt within thirty (30) days of payment. The court may deny Whitney the right to receive reimbursement for the expenses if she fails to provide written verification of the cost and payment of the expenses within thirty (30) days of payment. Matt shall reimburse Whitney the full amount of the expenses within thirty (30) days of receiving written verification of the cost and payment of the expenses.

81. In accordance with Utah Code Annotated § 15-4-6.7(2), the parties shall fully communicate and cooperate and work with the Minor Children's schools to set up separate

billing for the payment of all of the Minor Children's preschool, public school, school lunch, lab fees, registration fees, book fees, etc. expenses so that said schools may not make a claim for unpaid expenses against a party who has paid in full the share of the expenses that that party is required to pay under the terms of this Decree of Divorce, or make a negative credit report against that party, pursuant to Utah Code Annotated § 15-4-6.7(2).

DIVISION OF FINANCIAL ASSETS/DEBTS,

PROPERTY SETTLEMENT, AND SUPPORT

82. The following division of financial assets and debts, property settlement, and spousal support agreement embodies a comprehensive and global property settlement of all financial matters and business interests between the parties, and, whether or not equal, represents bargained for terms and negotiated compromises by both parties, and is therefore final, equitable, and irrevocable.

DIVISIONS OF ASSETS AND PROPERTY SETTLEMENT

83. Whitney is awarded, free and clear of any claim by Matt:

- a.** The exclusive occupancy, use, title, ownership, equity, etc. of the real property located at 1772 E. Paulista Way, Sandy, Utah 84093 (inclusive of any equity, debts, obligations, maintenance, etc. thereon);
- b.** The 2021 Hyundai Palisade (inclusive of any equity, debts, obligations, maintenance, etc. thereon);
- c.** The entirety (100%) of the interests in her LLC;
- d.** The entirety (100%) of her IRA;
- e.** The entirety (100%) of her inheritance and related account with

Cottonwood Wealth Strategies;

f. All bank accounts in her sole name and in the name of her LLC; and

g. All home furnishings, electronics, tools, personal property items, etc. currently in her possession.

84. Matt is awarded, free and clear of any claim by Whitney:

a. The 2023 Toyota Tundra (inclusive of any equity, debts, obligations, maintenance, etc. thereon);

b. The 2024 Lund Boat (inclusive of any equity, debts, obligations, maintenance, etc. thereon);

c. The entirety (100%) of the marital interests in the Insurance and LED Companies;

d. The entirety (100%) of his retirement accounts, if any;

e. The entirety (100%) of his inheritance and related account with Goldman Sachs and Acorn;

f. All bank accounts in his sole name and in the name(s) of his business(es); and

g. All home furnishings, electronics, tools, personal property items, etc., currently in his possession.

85. Whitney shall, upon the execution of the parties' Stipulation, assume all financial obligations with regard to her home located at 1772 E. Paulista Way, Sandy, Utah 84093, including but not limited to the mortgage, utilities, taxes, maintenance, insurance, etc. related thereto.

86. Matt shall promptly, fully, and in good faith cooperate in every reasonable way with

Whitney, the lender, and every other related party, so that she can refinance the current mortgage on her home located at 1772 E. Paulista Way, Sandy, Utah 84093.

a. Whitney shall have 180 days from the date of the entry of this Decree of Divorce to refinance the mortgage to remove Matt's name.

b. If she is unable to refinance the mortgage, or if she misses any mortgage payments before the refinance such that Matt must make the payment(s) to protect his credit, then Whitney shall immediately list the home for sale with a realtor of her choosing.

c. Upon the sale of the home, Whitney shall reimburse Matt for any missed payment(s) he had to make on the mortgage to protect his credit. All other proceeds from the sale shall be awarded to Whitney.

87. Whitney shall, within 30 days of the execution of the parties' Stipulation, pay to Matt in good funds the sum total of eighty-two thousand dollars (\$82,00.00).

88. Matt irrevocably waives, releases, and relinquishes any and all claims, rights, title, and interest of any kind—whether past, present, or future, legal or equitable (including but not limited to any claim for coverture, goodwill, enterprise goodwill, personal goodwill, appreciation, reimbursement, or equitable distribution)—in or to Whitney's LLC, and acknowledges that Whitney (and any other shareholders, members, managers, officers, successors, or assigns of said entity) is awarded the entirety (100%) of the marital and separate interests in the entity, free and clear of any claim by Matt.

89. Whitney irrevocably waives, releases, and relinquishes any and all claims, rights, title, and interest of any kind—whether past, present, or future, legal or equitable (including but not

limited to any claim for coverture, goodwill, enterprise goodwill, personal goodwill, appreciation, reimbursement, or equitable distribution)—in or to the Insurance and LED businesses, and acknowledges that Matt (and any other shareholders, members, managers, officers, successors, or assigns of said entities) is awarded the entirety (100%) of the marital and separate interests in the entities, free and clear of any claim by Whitney.

90. The parties shall promptly cooperate by signing whatever documents, forms, etc., are needed to effectuate the terms of this division of assets and property settlement.

DEBTS

91. The parties shall pay the debts as follows:

a. Matt shall be entirely (100%) responsible for and pay the following debts and obligations, and shall indemnify, defend, and hold Whitney harmless therefrom:

- i.** His lease(s);
- ii.** All loans, debts, and obligations related to his Toyota Tundra;
- iii.** All debts, obligations, taxes, etc. related to his businesses, as awarded herein;
- iv.** His Discover credit card;
- v.** All debts and credit cards in Matt's sole name;
- vi.** All of Matt's personal loans in his name, if any; and
- vii.** All of Matt's attorney fees, expert fees, and any other related fees.

b. Whitney shall be entirely (100%) responsible for and pay the following debts and obligations, and shall indemnify, defend, and hold Matt harmless therefrom:

- i.** All financial obligations with regard to her home located at 1772 E. Paulista Way, Sandy, Utah 84093, including but not limited to the mortgage, utilities, taxes, maintenance, insurance, etc. related thereto;
- ii.** All loans, debts, and obligations related to her Hyundai Palisade;
- iii.** All debts, obligations, taxes, etc. related to her LLC, as awarded herein;
- iv.** All debts and credit cards in Whitney's sole name;
- v.** All of Whitney's personal loans in her name, if any; and
- vi.** All of Whitney's attorney fees, expert fees, and any other related fees.

92. Each party shall fully and completely indemnify, defend, and hold the other party harmless from any debts, liabilities, contracts, obligations, taxes, dues, fees, other loans, credit cards, third-party contracts and obligations, suits, claims, judgments, attorney fees, etc. that he/she is designated to pay under the terms herein.

SPOUSAL SUPPORT

93. In consideration of the property settlement and other provisions herein, both parties now and forever waive their respective rights to claim spousal support.

MISCELLANEOUS

94. The parties shall each be responsible for filing their own tax returns for themselves and their respective businesses for the 2026 tax year.

a. The parties will cooperate to amend any past tax returns, if needed.

95. Whitney shall be able to take her maiden name of Fowler or any other name should she so choose.

96. Each party shall assume and pay his / her own respective costs, attorney's fees, and expert fees incurred in this action.

97. Each party shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this Decree of Divorce. Should a party fail to execute a document necessary to implement the provision of this Decree of Divorce, then pursuant to Rule 70 of the Utah Rules of Civil Procedure, the other party may apply, at the cost of the disobedient party, for the court to appoint some other person to execute the document(s) so that, when so done, the execution has the same effect as if executed by the disobedient party.

98. Except in cases of an emergency, the parties must first attempt to resolve any modification or enforcement issues related to this Decree of Divorce via mediation with a mutually agreed-upon mediator, with the parties equally (50/50) splitting the costs.

99. If, in an enforcement action, the court finds that a party has acted in bad faith or abused the processes outlined in this Decree of Divorce, the court may award attorney fees and financial sanctions to the prevailing party.

100. The statutory citations herein reflect the Utah Code as of April 2026. As said statutory citations are amended or recodified in the Utah Code, the citations herein shall be redirected to

the new citations.

101. Should any part of the parties' Stipulation or this Decree of Divorce be found to be invalid or is set aside, all other terms in the Stipulation or this Decree of Divorce shall remain in full force and effect.

102. The parties' Stipulation may be executed in counterparts. Signatures transmitted by electronic means are valid signatures. The Stipulation also may be executed by a person or Party's electronic signature instead of an actual signature. Electronic signatures are valid for the Stipulation.

103. Both parties attended mediation with their respective counsel and participated actively in the subsequent drafting and revising of the Stipulation. Both parties and their counsel had an opportunity to read the Stipulation and to make suggested changes to the draft. The executed Stipulation is a complete understanding of all of the issues negotiated and agreed to by the parties. Each of the parties understood, acknowledged, and agreed that each of the parties thereto had contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waived any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

104. The parties' Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties were aware that they had a right to proceed to trial in this matter to present all of their evidence and witnesses but waived this right. The parties are satisfied that the Stipulation is reasonable. There are no

questions the parties had to ask or unresolved issues that needed to be addressed. All issues either party wished to raise had been incorporated in the Stipulation.

SO ORDERED

Order becomes effective on the date of electronically added signature and seal on page one.

Notice Pursuant to Rule 7(j)(2) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

April 27, 2026
Date

/s/ Colby Harmon
Attorney for Petitioner
Signed Electronically

Approved as to form:

/s/ Steven Nemelka
Steven Nemelka – *Attorney for Respondent*
e-Signed with permission by Colby J. Harmon

CERTIFICATE OF SERVICE

I HEREBY certify that on the 30th day of April, 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Via email and/or e-File notification:

Steven Nemelka
Attorney for Respondent
stevenemelka@yahoo.com

/s/ Colby Harmon