



CAMILLE E. MACKAY (16216)
CARR | WOODALL, PLLC
Attorney for Petitioner
1309 W. South Jordan Pkwy, Ste. 200
South Jordan, Utah 84095
Telephone: (801) 254-9450
email: camille@carrwoodall.com

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

In the matter of the marriage of:

ALEXANDER J. FADROWSKY IV,
Petitioner,

and

MAKENA N. FADROWSKY,
Respondent.

DECREE OF DIVORCE

Civil No. 254906388

**Judge Patrick Corum
Commissioner Kim M. Luhn**

BASED UPON the Findings of Fact and Conclusions of Law filed herewith, IT IS
HEREBY ORDERED, ADJUDGED AND DECREED:

1. **JURISDICTION:** The parties and the minor children are bona fide residents of Salt Lake County, State of Utah, and have been for at least three months immediately prior to the filing of this action.
2. **HOME STATE:** Pursuant to Utah Code §78B-201(1)(a) and §78B-13-102(7), Utah is the Home State of the minor children who have resided in the State of Utah for more than six months and no other state has assumed jurisdiction over the minor children consistent with Utah Code.

3. **PENDING MATTERS:** Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, there are no proceedings for custody, child support, parent-time, protective order, criminal matter, or delinquency case pending in regard to the minor children named herein filed or pending in any Utah State court or court of any other state.

4. **CUSTODY INTERESTS:** The parties do not know of a person, not a Party to these proceedings, who has custody of the Parties' minor children or who claims to have custody or parent- time rights with respect to the Parties' minor children.

5. **MARRIAGE STATISTICS:** The Parties were married on October 6, 2018, in Salt Lake City, Salt Lake County, State of Utah, and are presently married.

6. **GROUND:** Pursuant to Utah Code §81-4-405(1)(h), a Decree of Divorce is issued upon the grounds of irreconcilable differences.

7. **MINOR CHILDREN:** There are two children at issue herein; V.L.F., born October 2019, and N.T.F., born August 2021.

8. **LEGAL CUSTODY:** The Parties are awarded Joint Legal custody of the minor children, sharing the rights, privileges, duties, and powers of a parent pursuant to Utah Code §81-9-101, and subject to the Parenting Plan contained herein.

9. **PHYSICAL CUSTODY:** The Parties are awarded Joint Physical Custody of the minor children, with Father having parent-time pursuant to Utah Code §81-9-303 with the exception that Father has 156 overnights and Mother has 209 overnights and summer parent time as outlined herein and as otherwise modified herein, and Mother being the primary custodial parent.

10. PARENTING PLAN: Consistent with Utah Code §81-9-202, the Parties shall adopt the following as a Parenting Plan:

a. REGULAR PARENT-TIME: The Parties shall exercise parent-time as they agree upon in writing. If the parties are unable to agree, Father shall have parent-time using a two-week alternating schedule. During Week 1, Father shall have the children on Thursday beginning when the children are released from school or 9:00 a.m. if school is not in session, until Saturday at 9:00 a.m. During Week 2, Father shall have the children on Thursday beginning when the children are released from school or 9:00 a.m. if school is not in session, until Monday when the children begin school or 9:00 am if school is not in session.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	MOM	MOM	MOM	DAD	DAD	MOM	MOM
Week 2	MOM	MOM	MOM	DAD	DAD	DAD	DAD

b. HOLIDAY PARENT-TIME: The Parties shall exercise holiday parent-time as they agree. If the parties are unable to agree, Father shall have holiday parent-time using the following schedule to maximize the children's holiday parent-time with their stepsiblings from Father's prior relationship.

Holiday	Holiday Time Period	Mother	Father
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;	Even years	Odd years

	(b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to 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

c. EXTENDED SUMMER PARENT-TIME: The Parties shall exercise extended summer parent-time as they agree. If the parties are unable to agree, each parent is awarded two weeks of uninterrupted parent-time in the summer months. Mother shall notify Father of her requested two weeks by April 1st in even-numbered years and Father shall notify her of his requested two weeks by April 15th in even-numbered years. Father shall notify Mother of his requested two weeks by

April 1st in odd-numbered years and Father shall notify him of her requested two weeks by April 15th in even-numbered years. For this year only, Mother shall notify Father of her two weeks by April 15th and Father shall notify her of his two weeks by April 30th.

d. PARENT-TIME EXCHANGES: At the request of either Party, parent-time exchanges shall be curbside. The Party starting his or her parent-time will be responsible for pick-up. When school is in session, the Parties shall maximize pick-ups and drop-offs at school when the start or release of school aligns with the exchange time.

e. RIGHT OF FIRST REFUSAL: If either parent is unable to provide personal care for the minor children during their parent-time overnight, they shall offer the right of first refusal to the other parent prior to engaging surrogate care. The Party offering the right of first refusal shall be responsible for transportation of the minor children.

f. DECISION-MAKING PROCESS: The Parties shall attempt, in good faith, to reach agreement regarding major decisions for the minor children's education, medical, and religion. Further, the Parties shall utilize the following dispute resolution process for major decisions regarding the minor children that are not otherwise addressed herein:

- i. The Parties shall discuss the issue in good faith with one another in writing;
- ii. If the Parties cannot agree, they shall utilize the recommendations of relevant third-party professionals to guide their discussion, such as the children's teachers, school counselors, primary care physician, mental health provider, coaches, or religious leaders;

iii. If the Parties still cannot agree, either parent may request the Parties participate in mediation or an alternative dispute resolution process, with any costs being shared equally by the Parties.

iv. If the Parties are unable to resolve the dispute at mediation or through the alternative dispute resolution process, then either Party may seek court intervention.

g. EDUCATION: The minor children currently attend a private school program. Unless otherwise agreed upon by the Parties in writing, the children shall continue at their current private school program Kiddy Academy at Daybreak through the completion of their kindergarten years. N.T.F. shall attend kindergarten in the 2027-28 school year. Unless otherwise agreed upon by the Parties in writing, following their completion of kindergarten, the children shall be enrolled in the Golden Fields Elementary and its feeder schools, so long as they are eligible to do so.

h. MEDICAL: The minor children shall continue to utilize their current pediatrician and any medical provider(s). If a new medical provider is required, the Parties shall agree on a new provider covered by insurance. If there is no agreement, Mother shall propose three providers to Father and Father shall select one of the three within seven days.

i. RELIGION: Each Party shall be able to have the minor children participate in religion during their parent-time, however, neither parent shall have the minor children formally baptized or initiated into any religion without the advanced written consent of the other parent.

j. PARENTING FUNCTIONS: The Parties are responsible for those aspects of the parent-child relationship in which the parent makes decisions and performs functions necessary for the care and growth of the children including:

- i. maintaining a loving, stable, consistent, and nurturing relationship with the children;
- ii. attending to the daily needs of the children, such as feeding, clothing, physical-care, grooming, supervision, health-care, day-care, and engaging in other activities which are appropriate to the developmental level of the children and that are within the social and economic circumstances of their particular family;
- iii. attending to adequate education for the children, including remedial or other education essential to the best interest of the children;
- iv. assisting the children in developing and maintaining appropriate interpersonal relationships;
- v. exercising appropriate judgment regarding the children's welfare, consistent with the children's developmental level and family social and economic circumstances; and
- vi. providing for the financial support of the children.

k. PARENTING OBJECTIVES: The Parties are responsible for:

- i. providing for the children's physical care;
- ii. maintaining the children's emotional stability;
- iii. providing for the children's changing needs as the children grow and mature in a way that minimizes the need for future conflict resolution;

- iv. setting forth the authority and responsibilities of each parent with respect to the children consistent with the provisions herein;
- v. minimizing the children's exposure to harmful parental conflict;
- vi. meeting the responsibilities to their minor children through agreements rather than relying on judicial intervention where appropriate; and
- vii. protecting the best interests of the children.

I. WELFARE PROVISIONS: The Parties' parenting relationship will continue for many years and it is in the best interests of the children to have a meaningful and quality relationship with each other and with each parent; therefore:

- i. The Parties shall respect each other's need for personal space and independence.
- ii. The Parties shall affirmatively support each other as parents and hold the other parent in high regard/esteem as a parent in their respective conversations with the children throughout their lives and shall give the children permission to love each parent.
- iii. The Parties shall communicate with each other regarding the children and shall remain civil in all of their dealings. Unless otherwise agreed to by the Parties in writing, the majority of the parties' communication shall be done in writing. Notification of appointments, important events, or other important agreements between the parties shall be in writing.
- iv. Both Parties shall have access to the children's school, church, health, and other records and shall include the other Party as the parent on such records. This parenting plan shall serve as a release to allow each parent to have access to any such records. Neither parent shall rely upon

the other to be informed of the children's school, church, health, etc. and each parent has the affirmative duty to keep themselves informed.

v. When the children are with a parent, that parent shall make the day-to-day decisions regarding the care and control of the children and shall make emergency decisions regarding the health or safety of the child.

vi. In the event of an emergency each Party shall be obligated to immediately inform the other parent of said emergency in whatever method(s) available to ensure the Party is informed as soon as possible.

vii. 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.

viii. The Parties shall not put the children in the middle of adult disputes or arguments. The Parties shall not use the minor children as a messenger, spy, or courier. The Parties shall not discuss with the children any legal or financial related litigation issues.

ix. The Parties shall not allow the children to be in the presence of persons otherwise participating in illegal activities, or persons exposing the children to age-inappropriate materials or behavior and shall ensure the children have no access to sexually explicit, violent, or age-inappropriate materials while in their custody and control.

x. The Parties shall not interfere with the relationship between parent and child and shall have an affirmative duty to encourage a positive relationship between parent and child.

xi. The Parties shall not make harmful, insulting, or denigrating comments regarding the other Party in the children's presence and shall remove the children from the presence of others so doing. Each Party acknowledges that their own attitudes and behavior towards the other parent are likely to be mirrored by the children and each parent shall create an example of behavior that they themselves would have imposed upon the other parent.

xii. The Parties are required to prohibit any third Party from permitting any behavior in which they themselves are prohibited from doing around the child. Shall a third- Party refuse to conform their behavior, the Parties are obligated to remove the children from the third Party's presence.

xiii. The Parties shall maintain private, safe, and appropriate sleeping and living accommodations for the children. The Parties agree that the minor children's private and personal space shall be respected.

xiv. Each parent 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 life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

xv. The children shall enjoy liberal, unfettered, and unmonitored telephone contact, Email privileges, and virtual parent-time if the equipment is reasonably available, with both Parties. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children whenever the children so desire.

xvi. TRAVEL: For emergency purposes, whenever the children travel from the state for overnight or longer, each parent shall provide the following to the other: (1) an itinerary of travel dates; (2) destinations; (3) places where the children or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location.

xvii. PASSPORTS: The Parties shall cooperate to get the minor children passports within the next thirty (30) days. If Father is unable to attend the appointment, he shall complete the appropriate forms for Mother to get the passports. The Parties shall share equally the costs for obtaining the passports. The parent who most recently used the passports shall keep them until they are requested to be used by the other parent. Upon request, the passports shall be provided promptly.

xviii. SURROGATE CARE: Parental care is presumed to be better care for the minor children than surrogate care. The court shall encourage the Parties to cooperate in allowing the parents, if willing and able to transport the minor children, to provide childcare. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent; and provide the other parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

xix. RELOCATION: In the event one party moves a distance greater than 150 miles from their current residence, the relocating parent shall exercise parent-time in accordance with Utah

Code § 81-9-209 unless otherwise agreed upon in writing. The relocating parent shall provide sixty (60) days written notice to the other parent prior to relocating.

m. FAILURE TO COMPLY: If a parent fails to comply with a provision of the parenting plan or child support order, the other parent's obligations under the parenting plan or the child support order are not affected. 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. Failure to comply with a provision of the Parenting Plan or a child support order may result in a finding of contempt of court.

11. CHILD SUPPORT: Child support shall be paid pursuant to Utah Code, and be paid in accordance with the Utah Uniform Civil Liability for Support Act. Child support shall be calculated with Father having 156 overnights and Mother having 209 overnights with the minor children each year, Father's gross monthly income of \$13,212, and Mother's gross monthly imputed income of \$3,467, and consistent with the Child Support Worksheet filed herewith. Accordingly, beginning May 1, 2026, Father's monthly child support obligation shall be \$1,136. Further:

a. The child support obligation terminates at the time of: (1) the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §78A-6-801 *et seq.*

b. The monthly child support obligation shall be paid one-half on or before the 5th day of each month and the other one-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.

c. The parent receiving support payments shall be entitled to implement mandatory income withholding with the Office of Recovery Services, without further order of the court.

d. Each party is under a mutual affirmative duty to notify the other party within thirty days of any change in monthly income.

e. Under Utah Code §81-6-212(5), the parties have a right to adjust child support by motion after three years from the date of the support order's entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate Child Support Worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines.

f. Under Utah Code §81-6-212(3), the parties have a right to modify the support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate Child

Support Worksheet, and the Difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

12. HEALTH-CARE INSURANCE AND EXPENSE: Health-care shall be governed by Utah Code §81-6-208, unless otherwise stated herein:

a. Both Parties are responsible to provide health-care coverage for the medical expenses of the minor children, if reasonably available to them through employment. Father's health care insurance plan shall be primary and Mother's health care insurance plan, if any, shall be the secondary coverage for the dependent children, unless otherwise required by policy or applicable law. If a parent remarries and the dependent children are not covered by that parent's health care insurance plan but are covered by a step-parent's health care insurance plan, the 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 children.

b. The parent who obtains health care insurance for the Parties' minor children shall provide verification of coverage to the other parent. The parent obtaining the insurance shall also notify the other parent of any change in insurance carrier, premium, or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

c. Currently, Father's employer covers all the insurance premium expenses. Once this is no longer the case, the Parties shall equally share all out-of-pocket costs of the insurance premium actually paid for the two minor children's portion of the insurance. 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 minor children in this case who are covered by such policy. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. If both parents provide health insurance for the minor children, they shall each be responsible for the insurance premiums for their own plans.

d. The Parties shall equally share all reasonable and necessary uninsured health care expenses incurred for the Parties' minor children and actually paid by either parent, including deductibles and co-payments. The Parties shall pay their half of these expenses directly to the provider whenever possible. Pursuant to Utah Code §15-4-6.7, at or before the time the medical provider renders medical or dental services to the child, they shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order.

e. If direct provider payment is not available, a parent who incurs medical or dental expenses for the Parties' minor children shall provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of incurring such expense. The party obligated to reimburse shall reimburse for his/her portion within thirty days of receiving the verification. Pursuant to Utah Code §81-6-208, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

f. CHILD-CARE EXPENSES: Each parent shall be ordered to share equally in the parent's reasonable work or education-related childcare expenses for the minor children, except for the costs associated with Kiddy Academy of Daybreak which are addressed separately herein. If an actual expense for childcare is incurred, a parent shall begin paying his/her share directly to the provider on a monthly basis immediately upon presentation of proof of the childcare expense. If direct provider payment is not available, a parent who incurs a childcare expense shall provide written verification of the cost and payment of childcare expenses to the other parent within thirty (30) days of incurring such expense. The party obligated to reimburse shall reimburse for his/her portion within thirty days of receiving the verification. Any parent incurring childcare expenses may be denied the right to receive credit for the expense or to recover the other parent's share of the expenses if the parent incurring the expense fails to comply with the written verification requirements outlined above. The parties will make best efforts to have each other, or family members provide care for the minor children, when possible, with no reimbursement to the other.

13. EDUCATION EXPENSES: The Parties shall share equally all required public school education costs, including but not limited to breakfast/lunch fees, class fees, lab fees, registration fees, etc. Pursuant to Utah Code §15-4-6.7, the school shall separately bill each parent for their equal share of the school fee(s). Consistent with the opportunities provided to Father's older children, Father shall continue to pay for the minor children's private school tuition in their current private school program through Kiddy Academy of Daybreak until completion of their

Kindergarten year. The Parties older child is anticipated to attend until fall 2026 and the younger child is anticipated to attend until fall 2028.

14. EXTRACURRICULAR ACTIVITY EXPENSES: The Parties shall share the costs of mutually agreed upon extracurricular activities that are agreed upon in writing. If either parent desires to enroll a child in a new activity or additional activities, the Parties must agree to the activity in advance. If the Parties do not agree, the parent may enroll the child in the activities during their own parent-time and expense, and the other parent shall not be obligated to facilitate the child's participation or fees in the activity during their parent-time.

15. MAJOR EXPENSES: The Parties shall share all other major expenses for the children, provided they both agree to the cost in writing, in advance.

16. TAX EXEMPTIONS: Consistent with Utah Code §81-6-210, the Parties shall each be entitled to claim one child for tax purposes each year. Father shall be entitled to claim the older child and Mother shall be entitled to claim the younger child.

a. Neither Party may claim a minor child for state and federal tax purposes if that parent is not current on their child support obligation by December 31st of the year he/she intends to claim the child. If a parent is not current in their child support obligation, the other parent may claim the child for state and federal tax purposes that year.

b. Neither Party may claim a minor child for state and federal tax purposes unless the award will result in a tax benefit to that parent. If a parent will not receive a tax benefit, the other parent may claim the child for state and federal tax purposes that year.

17. 2025 TAXES: The Parties shall cooperate to file their 2025 taxes jointly, or in whichever method is most mutually advantageous. If Parties shall be equally responsible for any unpaid tax obligation or equally divide any tax refund received. Whichever Party receives the refund shall provide the other with their equal division within 24 hours of the deposit.

18. DEBTS: The Parties do not have any marital debt. Each Party shall be responsible for any debt(s) incurred in their own name or on any account(s) in which they are the primary policy holder. Including, but not limited to, Father shall be responsible for the Citibank xxx5052 credit card debt and Mother shall be responsible for the Wells Fargo xxxx1834 credit card debt. Each Party shall hold the other harmless and defend and indemnify the other from any debt or obligation awarded to them herein, including but not limited to the payment of interest, fees, and attorney fees. The parties shall refrain from incurring any debt that would obligate the other party from this time forward.

19. PERSONAL PROPERTY: The Parties have already divided the personal property and are awarded the personal property in their possession except Mother is awarded the bench and mirror from the front hallway.

20. VEHICLES: Father is awarded the 2012 VW Passat and any debt or equity therein. Mother is awarded the 2019 Yukon and any debt or equity therein. The Parties shall cooperate to remove their names from any item(s) they are not awarded within sixty (60) days from the date of the Decree.

21. FINANCIAL ACCOUNTS: During the course of the marriage, the Parties obtained financial accounts, including but not limited to, savings accounts, investment accounts, etc., which shall be divided as follows:

22. The Parties are each awarded any checking/savings accounts held in their own name free from any claim of the other, unless otherwise stated herein. Father is awarded the America First Credit Union xxxx1477 banking accounts. Mother is awarded the Wells Fargo xxxx5881 and xxxx7212 banking accounts. Effective upon signing of the Agreement, each Party shall cease using any account not awarded to them herein.

23. The Parties have 491.891852 shares of Rio Tinto through a Stock Option Plan, xxx2887 account, held in Father's name. Mother is awarded 50% of the shares. Father shall transfer Mother's 50% to her within seven (7) days or as soon as possible considering the transferring procedures.

24. The Parties have several retirement accounts. Mother is awarded the Fidelity xxxx0954 and xxxx9126 accounts, free from any claim of Father. Mother is awarded 50% of the vested or unvested total of the Fidelity xxxx3045 account, held in Father's name. The date of division shall be the date of the entry of the Decree. If either Party has taken a loan or withdrawn from the account after the date of separation, that portion shall be deducted from their separate division of the account. The Parties shall cooperate to transfer the funds using Fidelity's self-help QDRO forms. If any attorney fees are required to facilitate the transfer, the Parties shall equally share the necessary fees. In the event the parties are unable to complete the self-help QDRO within 14

days of the Decree of Divorce, the parties shall retain Rori Hendrix to draft and file a QDRO. The parties shall share equally the cost of her services.

25. The Parties have four (4) My529 accounts for the Parties' two minor children and Father's two minor children from his previous marriage. Each of the accounts are awarded to the child in whose name it is held. Father shall manage the accounts for the two older children from his previous marriage. Mother shall manage the accounts for the Parties' two minor children. Either parent may continue to contribute to the account(s) if they wish, but neither parent may withdraw any of the funds to use for their own benefit and may not withdraw it from the younger children's account without written consent. Each parent shall cooperate to ensure the children are able to access the funds when they reach the relevant age, if applicable.

26. **REAL PROPERTY:** The Parties acquired interest in real property located at 5037 Lake Terrace Avenue, South Jordan, UT, 84009. Father is awarded the real property, subject to any debts thereon, and subject to Mother's marital equity interest. Father shall pay Mother a real property settlement of \$150,000 for her portion of the marital equity interest in the real property. Father shall pay Mother within ninety (90) days of the entry of the Decree, or the home shall be listed for sale and sold with Mother receiving her property settlement of \$150,000 as a first priority judgment lien. Mother shall sign a quit claim deed upon receipt of the \$150,000.00, in full.

27. **Alimony:** Beginning May 1, 2026, until the \$150,000 real property settlement payment has been fully satisfied, Father shall provide Mother temporary alimony of \$714 on the 1st of

each month, totaling a monthly support payment of \$1,850. This temporary alimony support shall be in addition to, and not credited against, the lump sum property settlement.

28. ALIMONY. Neither Party is awarded additional alimony after Mother receives her \$150,000 lump sum property settlement, in full.

29. MUTUAL RESTRAINING ORDER: The following mutual restraints shall apply:

a. The Parties will be civil.

b. The Parties are mutually restrained from bothering, harassing, annoying, threatening, or harming the other Party.

c. The Parties are mutually restrained from entering the residence of the other Party without permission from that Party.

d. The Parties are mutually restrained from using illegal or nonprescribed drugs or drinking alcohol to excess during their parent-time. If either parent has reasonable, articulable suspicion that the other parent is using illegal or nonprescribed drugs or drinking alcohol to excess during their parent-time, they may request the other parent submit to a drug or alcohol test. The test request shall be in writing and shall include the type of test, identify the testing facility which must be within ten (10) miles of the testing parent's home, and the test shall be prepaid by the requesting parent. The testing parent shall submit to the test within forty-eight (48) regular business hours from receipt of the written request. Failure to submit for testing timely without exigent circumstances shall be considered a "positive" test. Neither parent shall be allowed to request the other parent test more than three (3) times per year without Court authorization.

Neither parent may use requests to test as a means of harassment. Neither parent is obligated to undergo testing while out of town, on vacation, or during the holidays.

e. The Parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this agreement and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations and shall remove the minor children from such circumstances.

30. ATTORNEY FEES: The Parties shall each be responsible for their own individual attorneys' fees.

31. MAIDEN NAME: Mother shall be entitled to return to her maiden name of "White" if she so chooses.

32. The Parties should sign and fully execute whatever documents are necessary for the implementation of the provisions of the final order in this action. Should a Party fail to execute a document of the final order, the other Party shall be permitted to bring a URCP Rule 70 Motion or 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 should have the same effect as if executed by the disobedient Party.

33. In the event that it is necessary for a Party to file an action to enforce any provision of the Decree of Divorce, that Party may be reimbursed for all expenses incurred in prosecuting the action, including attorney fees and costs.

34. In the event that a dispute arises regarding modification of a provision of the Parties' Decree of Divorce, the Parties shall enter into mediation before seeking a resolution in court. The parties do not need to mediate for enforcement matters. Each Party shall pay one-half of the fees for mediation. Each Party shall be responsible for his or her own attorney fees and costs relating to said mediation.

-End of Order. The Court's signature appears at the top of the first page.-

Approved as to form:

/s/ Rachel Maxwell Booker

Rachel Maxwell Booker

Attorney for Respondent

Electronically signed by Camille Mackay

With permission

CERTIFICATE OF TRANSMITTAL

I certify that on this 14th day of April 2026 I sent a true and correct copy of the foregoing document to the following parties in the following manner:

Cassie J. Medura	<input type="checkbox"/> U.S. First Class Mail
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Rachel Maxwell-Booker 68 South Main Street, 5 th Floor Salt Lake City, Utah 84101 rachel@meduramaxwell.com	<input type="checkbox"/> Hand-delivery <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Efiling <input type="checkbox"/> To be personally served
--	---

/s/ Camille E. Mackay
CAMILLE E. MACKAY
Attorney for Petitioner