

3. **Grounds.** The parties shall be granted a divorce based upon irreconcilable difference making continuation of the marriage impossible pursuant to UCA § 81-4-405(1)(h).

4. **Children.** The parties have one (1) minor child of the marriage - J.M (born August 5, 2009). No other children are expected of the marriage.

5. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the parties, upon information and belief, state that there are no proceedings for custody of the child filed or pending in any district or juvenile court in Utah or any court in any other state.

6. The parties do not know of any person, not a party to these proceedings, who has physical custody of the minor child or who claims rights of legal custody or physical custody of, or visitation with, the minor child.

7. Neither party is receiving public assistance from the State of Utah.

8. This Court has jurisdiction over this action, the parties, and the parties' minor child.

CUSTODY AND PARENT-TIME

9. **Legal Custody.** The parties agree to be awarded joint legal custody of the minor child and shall work together to make all major life

decisions affecting the child including schooling, religion, and medical decisions. The parties shall offer ideas and desires regarding the decision that needs to be made. If the parties cannot make a joint decision within a reasonable amount of time, they shall contact an expert in the area of dispute (e.g., a doctor, dentist, therapist, or teacher) to receive feedback and guidance toward the decision-making. If the parties cannot agree, they shall attend mediation to try to reach an agreement before seeking relief from the Court.

10. **Physical Custody.** The parties shall share joint physical custody of the minor child. Agata shall be designated as the primary, residential custodian of the child and he shall continue to attend his current high school through graduation. Mark shall have parent time as the parties agree and be consistent with the child's wishes given his age.

- a. Holiday Parent-Time. The parties shall exercise holiday parent-time as they can agree. If the parties cannot agree, the parties shall follow the holiday parent-time schedule as set forth in UCA 81-9-302, with Agata designated as the custodial parent for purposes of holiday parent-time.
- b. Summer Parent-Time. Summer parent-time shall occur as the parties agree and the parties shall cooperate to ensure the child can travel with both parties during the summer, including Agata's annual 2-3 week trip to Europe to visit her parents in Poland.

11. **Parenting Plan.** The parties shall abide by the terms of the following Parenting Plan:

- a. The parties shall adopt the statutory provisions of Utah Code §81-9-202 as their parenting plan. If anything in that statute contradicts the Decree of Divorce entered in this action, the Decree shall govern.
- b. Transportation. The minor child can drive himself between the parties' homes for parent time. If applicable, unless otherwise agreed upon by the parties, transportation shall be the responsibility of the parent beginning their parent-time.
- c. Respectful Communications. The parties shall encourage and support a healthy and positive relationship with both parties and shall not do anything that would affect the child's love and affection for the parties. The parties shall not discuss their dispute or this litigation with the child and shall insulate the child from the parties' disputes.
- d. The parties shall be civil in their communications. The parties shall avoid making harmful, insulting, or denigrating comments regarding the other party in the child's presence and shall use their best efforts to prevent others from doing so.
- e. Child Communication/Virtual Parent-Time. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of phone privileges and virtual

parent-time if the equipment is reasonably available. Both parents shall provide the child with the communication devices needed (cellphone, tablet, or otherwise) to engage in phone conversations and virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time. Neither party shall interfere with or monitor communication between the minor child and the other party.

- f. The child may contact either parent when they request to do so. The parties shall give the child privacy for the calls without interference or monitoring by anyone else. The parties shall facilitate this contact with the other parent without making the child feel guilty about wanting to call or check in with the other parent.
- g. Day-to-Day Decisions. Each party shall purchase clothing, food, and necessities for the child for their home, while the children are in their respective care. The parties shall have toiletries, pajamas, and as many belongings as possible for the child in their homes. These items shall not travel back and forth. The parties shall ensure that any clothing, electronic devices, or toys between the two homes rotate freely and are returned promptly.
- h. Each parent shall make decisions regarding the day-to-day care and control of the child while residing with that parent. Either parent, or the child's

designated caretaker during a party's parent-time, may make emergency decisions affecting the health or safety of the child.

- i. Right of First Refusal. Pursuant to Utah Code § 81-9-202(13), parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when care is needed overnight, they shall have the right of first refusal. The party exercising the right of first refusal pursuant to this provision shall provide all transportation to facilitate the parent time.
- j. Access to Information. Both parties shall have equal access to their children's school, medical, dental, and psychological records, and the Decree of Divorce shall constitute a release to allow each parent said access. Each party has an affirmative duty to ensure they are listed as a contact on all school emails and have access to any online portals with the relevant child-related information.
- k. Relocation. If either party moves out of the state of Utah or over 150 miles away, the relocating parties' parent-time shall be consistent with Utah Code § 81-9-209.
- l. Overnight Travel/Vacations. Pursuant to Utah Code § 81-9-202(19), whenever a child travels with either parent, all of the following shall be provided to the other parent:
 - (a) an itinerary of travel dates;
 - (b) destinations;
 - (c) places where the child or traveling parent can be reached; and

(d) the name and telephone number of an available third person who would be knowledgeable of the child's location.

- m. Child's School. Unless agreed upon otherwise by the parties, the child shall continue in his current school.
- n. Special Events. Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, holidays, family parties, 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. This includes family traditions and events, including family holiday traditions.

CHILD SUPPORT & CHILD RELATED EXPENSES

12. **Child Support**. Mark shall pay child support to Agata beginning on May 1, 2026, in the amount of \$721. 00 per month pursuant to UCA §81-7-103 and consistent with the attached Child Support Worksheet.

13. Child support may be paid in two (2) increments each month: half on the 5th and half on the 20th of each month, until the minor child reaches the age of eighteen (18), or until the minor child graduates from high school during their normal and expected year of graduation, whichever occurs last.

14. **Health Insurance.** A party may provide health insurance coverage on behalf of the minor child if coverage is available to them at a reasonable cost. In accordance with UCA §81-6-208, the parties shall share equally in the cost of the child's health insurance premium. Any party who carries insurance on behalf of the child shall provide verification of coverage upon enrolling the child and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards and claim forms. In addition, they shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30) days of the date they first knew of or should have known of that change.

15. **Out-of-Pocket Medical Expenses.** Pursuant to UCA §81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic, therapy, and prescription expenses incurred on behalf of the minor child; including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance with UCA §81-6-208, together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

16. **Childcare.** If applicable, each party shall pay their own work related childcare expenses.

17. **School Fees.** If applicable, the parties shall equally share in the minor child's school-related fees, including AP classes and test costs and any agreed upon Kumon tutoring.

18. **Extracurriculars.** The parties shall equally share in the minor child's extracurricular costs and fees and shall facilitate the child's attendance during their respective parent-time. The parties agree that handbell choir, soccer, and skiing are agreed upon extracurricular activities, the cost of which shall be shared equally.

TAXES

19. Beginning in the 2026 tax year, Agata shall claim the minor child every year for tax purposes.

REAL PROPERTY

20. **Marital Home.** Consistent with the attached Marital Asset Spreadsheet ("MAS") Agata shall be awarded the home located at 3657 E Pax Circle, Salt Lake City, Utah, 84124 ("Marital Home") including all equity therein, free and clear of any claim made by Mark, and subject to the mortgage and all financial obligations associated with the home.

21. Agata shall refinance or otherwise remove Mark's name from the mortgage on the Marital Home within five (5) years from the

entry of the Decree of Divorce. If Agata cannot refinance or otherwise remove Mark's name from the mortgage on the Marital Home within five (5) years, the home shall immediately be listed for sale and all equity awarded to Agata.

22. **Rental Home.** Consistent with the attached MAS, Mark shall be awarded the home located at 6875 S Hillside Village Circle, Salt Lake City, Utah, 84121 ("Rental Home"), free and clear of any claim made by Agata, and subject to all financial obligations associated with the Rental Home. Mark shall be awarded all of the equity in the Rental Home, consistent with the attached MAS.

23. Mark shall refinance or otherwise remove Agata's name from the mortgage on the Rental Home within five (5) years from the entry of the Decree of Divorce. If Mark cannot refinance or otherwise remove Agata's name from the Rental Home within five (5) years, the Rental Home shall immediately be listed for sale and Mark shall be awarded all equity in the Rental Home.

24. **Timeshare.** The Iron Blossom timeshare shall be awarded to Agata, free and clear of any claim by Mark and subject to all fees and financial obligations associated with the timeshare. The parties shall cooperate to remove Mark's name from the timeshare within ninety (90) days from the entry of the Decree. Mark agrees that the timeshare shall be

awarded to Agata without any value for the timeshare included in the equalization of the marital estate.

PERSONAL PROPERTY

25. **Personal Property.** The parties' personal property shall be divided equitably.

26. **Separate and Premarital Property.** Each party shall be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein, including all interest, gains, and assets acquired with premarital and/or separate funds.

27. **Vehicles.** Agata is awarded the 2019 Toyota Highlander, free and clear of any claim by Mark and subject to any financial obligations associated with the vehicle. Mark's parents loaned funds to the parties to purchase the Highlander and they have agreed to forgive any amount owed to them for the Highlander. The parties and Mark's parents shall cooperate to transfer the title of the vehicle to Agata within thirty days of entry of the Decree so she shall own the vehicle free and clear of any claim by Mark's parents.

28. Mark shall be awarded the 2016 Toyota Tacoma, free and clear of any claim by Agata, and subject to the respective loan on the vehicle made to the parties by Mark's parents, as well as subject to all

other debts and financial obligations associated with the vehicles, holding Agata harmless on the same.

29. The Chevy Tahoe shall be awarded to parties' adult daughter, for both of the parties' children's use. Mark shall ensure his name is removed from the title on the Tahoe and transfer title of the Tahoe to the parties' adult daughter's name within ninety (90) days from the entry of the Decree.

FINANCIAL ACCOUNTS

30. **Zions Bank.** The parties jointly own three (3) accounts at Zions Bank. Consistent with the attached MAS, the parties shall split equally the checking account containing approximately \$5,500.00 and the savings account containing approximately \$11 ,000.00. Mark shall be awarded the Zions Bank CD account with a maturity value of approximately \$60,750. Once the account values are divided as stated herein, Mark shall be awarded the Zions Bank accounts, and Agata's name shall be immediately removed from the accounts.

31. **KeyBank.** Consistent with the attached MAS, the parties agree that Mark shall be awarded the KeyBank account containing \$5,800, and Agata's name shall be removed from the account within ninety (90) days from the entry of the Decree.

32. **Debts and Obligations.** There are no marital debts to divide. Each party shall be responsible for any debt he or she incurred and any debt held in his or respective names.

33. **Retirement.** Consistent with the attached MAS, Mark shall be awarded all retirement accounts held in his name, free and clear of any claim by Agata. Agata's Milliman retirement account shall be divided equally as of March 31, 2026, including all losses and gains that occur through the date of division of the account via QDRO, consistent with the attached MAS. The parties shall share equally in the cost for Rori Hendrix to prepare the QDRO to divide Agata's retirement account as set forth herein.

PROPERTY SETTLEMENT

34. Mark agrees that Agata is entitled to a total credit toward her property settlement buyout in the amount of \$208,000.00 for her premarital/separate contribution to the marital home in the amount of \$163,000.00 and her \$45,000.00 contribution to Mark's higher education costs. After the division of all marital assets and credits for premarital/separate contributions made by Agata, the parties have agreed to a total property settlement to be paid by Agata in the amount of \$250,000.00, at a 4% interest rate, amortized over 4 years, to be paid in

full on or before 5 years from date of entry of the Decree of Divorce in this case.

35. Agata may pay off the property settlement early without any prepayment penalty. If Agata pays the balance early, interest shall only accrue through the date of payment.

36. Mark shall have a marital interest lien on the Marital Home in the amount of the property settlement until paid in full.

37. If Agata is unable to pay in full the \$250,000.00 property settlement, with interest as set forth herein, and remove Mark's name from the mortgage on the Marital Home within five years from entry of the Decree, the Marital Home shall be immediately sold and Mark shall be paid whatever balance he is owed on the property settlement, plus interest, upon closing of the sale of the home. Any remaining equity shall be awarded to Agata.

BUSINESS INTERESTS

38. **Ripe, Inc.** Mark shall be awarded his interest in the business, free and clear of any claim made by Agata and subject to any debts or liabilities associated with the business.

MISCELLANEOUS

39. **Alimony.** Neither party shall be awarded alimony, and both parties' claims for alimony are forever waived.

40. **Mutual Restraining Orders.** The parties agree that each party shall be restrained from harassing, harming, bothering, annoying, threatening, committing violence, or attempting to harass, bother, annoy, threaten, or commit violence against the other and shall instruct third parties to also be so restrained. Each party shall be restrained from talking poorly about or disparaging the other party to third parties, including the minor child. Each party shall be restrained from posting any reference of the other party on social media or using any likeness of the other party for any reason, including but not limited to, opening any sort of account, financial or otherwise. Each party shall also be restrained from contacting the other party's employer.

41. **Attorney's Fees.** Each party shall be responsible for their own attorney costs and fees incurred in this action.

42. **Mediation.** If the parties have a dispute concerning an issue addressed in the provisions of the Decree, they shall seek first to resolve the dispute via mediation with mutually agreed upon mediator before seeking relief from the Court.

43. **Cooperation.** Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the decree of divorce to be entered by the Court.

44. **Maiden Name.** If she so wishes, Agata shall have the ability to return to her maiden name of Golcz.

45. **Binding Effect.** Consistent with the representations and warranties above, the parties hereby acknowledge and agree that they intend for this Stipulation to be binding to the maximum degree permissible under applicable law, that this Stipulation shall be construed and interpreted to accomplish and facilitate that intent, and that neither party may avoid or otherwise set aside any provision hereof except upon an express finding by a court of competent jurisdiction.

46. **Disclosure and Representation.** The parties agree that they have received full and fair disclosure of all assets, debts and financial accounts of any kind or they hereby knowingly and voluntarily waive the right to such disclosures. The parties agree that they have each had full and adequate opportunity to retain and consult with counsel of their choosing in connection with the execution of this Stipulation or that they knowingly and voluntarily waive the right to consult with counsel.

47. **Agreement Preparation.** The parties acknowledge that this Stipulation was prepared by Agata's counsel. This Stipulation represents the mutual desires of the parties and has been reviewed by both parties. Both parties have had a full and ample opportunity to consult with an attorney or have waived such opportunity, regarding the specific

language in terms of this Stipulation. This Stipulation shall not be interpreted in favor of, or against either party due to the identity of the person or party who drafted this Stipulation. In the event of ambiguity, if any, contained herein, neither party shall be entitled to any presumption or advantage based upon the identity of the person or their attorney who prepared these papers.

48. **Duty to Sign Documents.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

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

50. **Final Decree of Divorce.** The parties hereby agree that the Court may enter, and jointly move the court to enter, the Findings of Fact

and Conclusions of Law as well as a Decree of Divorce submitted in conformity with the terms of this Stipulation.

IT IS SO ORDERED.

---END OF ORDER---

**---EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING---**

APPROVED AS TO FORM on May 13, 2026:

/s/ Mark McGill

Electronically signed by Cassie J. Medura
w/ permission of Mark McGill

**NOTICE PURSUANT TO Rule 7(j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE
TO ALL THE CONCERNED PARTIES AND COUNSEL:**

Notice is hereby given that pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared above 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.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of May 2026, I caused to be served a true and correct copy of the foregoing DECREE OF DIVORCE via email service on the following:

Mark McGill
Petitioner, *pro se*
marksjmcgill@gmail.com

/s/ Cassie J. Medura
Cassie J. Medura
Attorney for Respondent