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IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY, STATE OF UTAH 450 S. State St. Salt Lake City, UT 84111	
In the Matter of the Marriage of: KATHLEEN SIDWELL, Petitioner, and JAMES W. SIDWELL, Respondent, and SIDWELL FAMILY TRUST, Respondent.	DECREE OF DIVORCE Civil No. 244903625 Judge AMBER M. METTLER Commissioner JOANNA SAGERS

THIS MATTER came before the Court on Petitioner's Request to Submit for Decision. Pursuant to Utah Code §81-4-406, Petitioner submitted a declaration in which jurisdiction and grounds for divorce were established.

Now, for good cause appearing, having previously entered its Findings of Fact and Conclusions of Law, the Court enters the following Decree of Divorce.

DECREE OF DIVORCE

1. **Divorce and Separation.**

a. **Divorce.** The parties are hereby awarded a Decree of Divorce on such grounds of irreconcilable differences.

2. **Legal Custody.** Katie will have sole legal custody of the children. Katie will make final decisions regarding the children's education, medical care, mental health care, therapy, religious issues, extracurricular activities, and other major decisions affecting the children's welfare.

Katie will keep James reasonably informed regarding significant decisions involving the children. Before making a significant legal custody decision, Katie will provide James written notice through text message, email, or OurFamilyWizard ("OFW") identifying the issue and the proposed decision, unless an emergency requires immediate action. James will have three (3) days to request additional information or provide a written response. The parties will then engage in a good-faith written discussion through OFW. If the parties do not agree, Katie will have final decision-making authority. James may seek Court review if he believes Katie's decision is not in the children's best interests, but Katie's decision will remain in effect unless and until modified by further Court order.

3. **Physical Custody.** Katie will have sole physical custody of the children, subject to James' parent-time as set forth below.

4. **Parent-Time.** James will exercise basic, holiday, and extended summer parent-time pursuant to Utah Code § 81-9-302, with Tuesday designated as his midweek parent-time. James' Tuesday midweek parent-time with C.S. will include an overnight. James will exercise this parent-time from Tuesday until Wednesday morning, when he will return C.S. to school. If

school is not in session, James will return C.S. to Kathleen on Wednesday at 9:00 a.m.

Kathleen will exercise parent time as the custodial parent for holidays and extended summer parent time as outlined in the statute.

5. **Telephone/Video Contact.** The parent who does not have the children in their care will be entitled to one check-in call with the children each Sunday. The parties will use a mutually accessible video-calling platform, such as Zoom, FaceTime, or another similar platform. Each parent will ensure that the children are reasonably available for the call and that it occurs in a private setting, free from unnecessary distractions. The parties will provide the children with privacy during these calls. Neither parent nor any third party will monitor, interfere with, coach, or participate in the communication unless invited by the parent. The children will also be allowed and encouraged to contact the other parent when they express a desire to do so. The children may initiate reasonable contact with either parent at any reasonable time. Both parents will facilitate and support such communication and will not engage in any conduct that could make the child feel guilty, pressured, or reluctant to communicate with the other parent.

6. **Special Consideration for Significant Events.** Each parent will give reasonable and good faith consideration to requests for the children to attend important family functions and significant events, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other meaningful occasions in the life of the children or either parent, even when such events conflict with the regular parent-time schedule. The parties will make reasonable efforts to accommodate such requests, including adjusting the parent-time schedule when appropriate.

7. **Parent Time Exchanges.**

a. **School Exchanges Preferred.** All exchanges will occur at school whenever practicable.

b. **Non-School Exchanges.** All other exchanges will occur curbside at the parents' residences, unless otherwise agreed in writing for a specific exchange, with the parent beginning their parent time picking up the children from the other parent, except that on Tuesday evenings James shall drop off the children at Kathleen's residence no later than 8:30 p.m.

c. **Conduct at Exchanges.** All exchanges will be brief, cordial, and conflict-free. The parties will have no substantive discussions during exchanges at the parties' respective residences, curbside (meaning the front of a parent's residence on the street).

d. **Other.** Third-party adults known to the parties and the children will be allowed to provide transportation for parent-time exchanges. No person transporting the children will operate a vehicle while distracted, impaired, or under the influence of alcohol, medication, or any substance that may impair safe driving. The children will be fed, bathed, and appropriately clothed before parent-time exchanges. The children will be picked up and delivered promptly at the scheduled times. Each parent will notify the other as soon as possible whenever a parent time exchange will not occur as scheduled. Transportation to alternative locations, such as school and extracurricular activities, is the responsibility of the parent with whom the children reside.

8. **Mutual Restraints.** The parties will be mutually restrained from doing any of the following:
- a. Disparaging the other party, or the family members or friends of the other party, or otherwise speaking about the other party in a defamatory, demeaning, offensive, or derogatory manner in the children's presence or within the children's hearing.
 - b. Allowing any third person under that party's direct control to disparage the other party, or the other party's family members or friends, or otherwise speak in a defamatory, demeaning, offensive, or derogatory manner in the children's presence or within the children's hearing.
 - c. Asking the children to make decisions or requests involving the parent-time schedule, or leading the children to believe it is their choice whether to see, spend time with, or live with the other parent.
 - d. Involving the children in adult issues, including but not limited to discussing child support, child-related expenses, attorney fees, litigation, court proceedings, settlement negotiations, custody disputes, parent-time disputes, or the parties' past or current legal issues.
 - e. Discussing the children's relationship with the other parent in front of or with the children in a manner that places pressure on the children, creates loyalty conflicts, or causes the children to feel responsible for either parent's emotions.
 - f. Questioning, interrogating, or otherwise "pumping" the children for

information regarding what occurs when the children are with the other parent, or allowing any other person to do so.

g. Disparaging Ms. Stout, the PGAL, any therapist, evaluator, doctor, medical provider, mental health provider, school professional, court professional, or other professional involved with the children.

h. Monitoring, questioning, interrogating, pressuring, or indirectly attempting to obtain information from the children regarding their therapy appointments, communications with the PGAL, communications with therapists, communications with medical or mental health providers, or any other confidential or protected professional communications.

i. Asking the children what was discussed in therapy, what they told the PGAL, what they told a therapist or provider, what the therapist or provider said, or whether the children shared information about the other parent.

j. Instructing, encouraging, or suggesting that the children keep secrets from the other parent, the PGAL, therapists, medical providers, school personnel, or any other professional involved with the children. This does not prohibit ordinary privacy, but neither parent may encourage secrecy regarding parent-time, therapy, communications, household events, medical issues, school issues, or safety concerns.

k. Instructing, encouraging, or suggesting that the children keep secrets from the other parent, the PGAL, therapists, medical providers, school personnel, or any other professional involved with the children. This does not prohibit

ordinary privacy, but neither parent may encourage secrecy regarding parent-time, therapy, communications, household events, medical issues, school issues, or safety concerns.

9. Surrogate Care.

a. If either parent is away and unavailable to care for the children during their scheduled parent time for four (4) or more hours, and if none of the children are available to care for their sibling(s), that parent will first offer the other parent the opportunity to care for the children before making alternative childcare arrangements. The offering parent will provide reasonable notice to the other parent of the need for care, including the anticipated start and end time of the overnight absence. The receiving parent will respond within a reasonable time. If the receiving parent declines or does not respond within a reasonable time, the offering parent may make alternative childcare arrangements.

b. When leaving the children with a third-party caregiver, the parent must share the other parent's contact information with the caregiver and also provide the caregiver's name and contact information to the other parent.

10. **Contact Information Updates.** Each parent must provide the other with their current physical address, phone number, email address, and any relevant virtual parent-time access information within 24 hours of any change.

11. **Illness or Injury Notification.** Each parent will promptly notify the other of any illness or injury involving the children.

12. **Travel Itinerary.** Whenever the child is away from home with a parent for

vacation, out-of-town travel, and the like), the parent will provide a travel itinerary and telephone numbers to reach the children in advance of the trip.

13. **Therapy.** Lesley Stout will continue as the individual therapist for I.S. and J.S., unless otherwise recommended by Ms. Stout or ordered by the Court. Both parents will cooperate with Ms. Stout and follow her reasonable treatment recommendations. Both parents will support the children's participation in therapy. Neither parent will discourage, undermine, interfere with, or obstruct the children's therapy.

14. **Access to Communication with Professionals.** Both parents will ensure that the children have reasonable and private access to contact their therapists, the PGAL, medical professionals, mental health professionals, or similar third-party professionals. The children's communications with therapists, PGAL, or similar professionals will not be monitored, restricted, recorded, interrupted, or interfered with.

15. **OFW Communication.** The parties will use OFW for all co-parenting communication unless there is a true emergency requiring faster communication. The parties will respond to each other and to the PGAL, therapists, medical providers, school personnel, or similar professionals within twenty-four (24) hours of receipt when a response is requested or reasonably required. Both parties will keep their OFW accounts active and will check OFW at least once per day.

16. **Cooperation with Educational, Medical, and Mental Health Needs.** Both parents will cooperate with all educational, medical, therapeutic, diagnostic, and mental health recommendations for the children. This includes evaluations, 504 Plans, IEPs, treatment plans, medication appointments, therapy appointments, follow-up care,

school meetings, and recommended interventions. Neither parent will obstruct, delay, undermine, or discourage recommended evaluations, treatment, diagnoses, school supports, or therapeutic services for the children.

17. **Children's Diagnoses and Treatment.** Neither parent will shame, minimize, ridicule, or speak negatively to the children about any diagnosis, treatment plan, medication, evaluation, therapist, doctor, or other professional recommendation. The children will not be told that a diagnosis makes them "stupid," defective, weak, or different in a negative way. Both parents will support the children in understanding any diagnosis or treatment plan in a respectful, age-appropriate, and non-shaming manner.

18. **Non-Disparagement and Emotional Safety.** Both parents will communicate with and about the children in a manner that supports the children's emotional safety. Neither parent will mock, shame, belittle, threaten, pressure, or guilt the children for expressing feelings, concerns, discomfort, or emotional distress. Both parents will encourage the children to have a healthy relationship with the other parent, subject to any therapeutic limitations, safety concerns, or Court orders.

19. **No Secrecy Instructions.** Neither parent will instruct the children to keep secrets from the other parent, the PGAL, therapists, medical providers, teachers, or other professionals. This does not prohibit ordinary privacy, but neither parent may encourage secrecy regarding parent-time, therapy, communications, household events, medical issues, school issues, or safety concerns.

20. **Extra-Curricular Activities.**

a. **Currently Approved Activities.** The parties agree that the

following extracurricular activities are approved and will continue unless the parties mutually agree otherwise in writing:

i. C.S. will continue to participate in high school football and ballroom dance. Both parents will support C.S.'s participation and will ensure that he attends practices, games, performances, competitions, and related events that occur during their respective parent-time. This provision does not require James to pay for the cost of C.S.'s football or ballroom dance unless otherwise agreed in writing.

ii. I.S. will continue to participate in school dance. Both parents will support I.S.'s participation and will ensure that she attends practices, performances, competitions, and related events that occur during their respective parent-time. This provision does not require James to pay for the cost of I.S.'s school dance unless otherwise agreed in writing.

iii. J.S. will participate in recreational soccer or an equivalent activity. For purposes of this provision, "recreational soccer or equivalent activity" means a non-competitive or lower-commitment youth activity primarily intended for skill development, exercise, social interaction, and enjoyment, rather than elite competition or advanced training. The activity must be reasonably local, must not require tryouts or selection for participation, must not require significant travel, must not require year-round participation, and must not impose an unusually expensive

financial commitment. Examples include city recreation soccer, neighborhood or community leagues, YMCA or county recreation leagues, introductory lessons, school-based clubs, or similar low-cost, low-travel activities. This provision does not require James to pay for the cost of J.S.'s rec soccer or equivalent activity unless otherwise agreed in writing.

b. **Mutual Agreement Required for Other Activities.** All extracurricular activities not specifically approved above will require the parties' mutual written agreement before either parent enrolls, commits, or financially obligates the children to participate, except that either parent may allow and pay for the children to participate in extracurricular activities during that parent's parent time. The children's preferences regarding activities, lessons, camps, and other extracurricular opportunities will be considered and given age-appropriate weight.

c. **Activities May Not Interfere with the Other Parent's Parent-Time.** Other than the above-listed approved activities, unless otherwise mutually agreed in writing, neither parent will schedule, enroll, or commit the children to an extracurricular activity that interferes with the other parent's parent-time. If an extracurricular activity has not been mutually agreed upon by both parents, the other parent will not be required to forfeit, modify, exchange, or otherwise adjust his or her parent-time to accommodate that activity.

d. **Cost Sharing and Reimbursement.** The parties will equally share all reasonable out-of-pocket amounts incurred for extracurricular activities mutually

agreed upon in writing, except as otherwise specifically stated in this Agreement.

The party incurring an agreed extracurricular expense will submit verification of the expense, such as a receipt or invoice, to the other party within thirty (30) days of payment or receipt of the invoice. The other party will reimburse his or her share within thirty (30) days of receiving verification of the expense.

e. **Activity Information.** The parties will provide the other parent with full information about all approved activities within a reasonable time after the children's enrollment, regardless of who initiated the activity or paid for it. This includes the name of the activity, schedule, location, coach/instructor/contact person, cost, expected time commitment, and any known conflicts with either parent's parent-time.

f. **Attendance and Transportation.** The parties will encourage the children to participate fully and consistently in approved extracurricular activities. The parent who has the children in his or her care at the time of an activity will be responsible for transporting the children to and from activities occurring during that parent's parent-time.

g. **Attendance at Public Events.** Both parents and their guests may attend public events related to the children's extracurricular activities, such as games, recitals, performances, competitions, and similar events. The parties will remain cordial and will not discuss child-related arrangements, scheduling disputes, financial issues, litigation, or any contentious issues at these events. Each parent will require any guest attending with that parent to remain cordial and appropriately respectful

toward the other parent.

h. **Children's Connection with Both Parents at Events.** When both parents attend a public event related to an activity, the residential parent will support the children in making a brief, appropriate connection with the other parent before or after the event. The residential parent will not hover, monitor, interfere with, discourage, or make the children feel guilty about that interaction. The residential parent will give the children privacy and space to make this brief connection and may wait in the car, parking lot, lobby, or another appropriate area while the children briefly greet or say goodbye to the other parent.

21. **Church Attendance.** The Children should continue participating in the Church of Jesus Christ of Latter-day Saints by attending weekly worship services with the parent exercising parent-time when the services occur.

22. **Religion.** The children's ordinances should be performed at the customary age. The ordinances shall be performed by James, if he is deemed worthy by his ecclesiastical leader. Both parties should be able to attend the ordinances. The parents should give written consent for ordinances to the ecclesiastical leader within 7 days of request.

23. **Child Support.**

a. **Back Child Support/Claims for Reimbursement.** James shall pay Kathleen the sum of \$3,100.00 as a full and final settlement of all claims for back child support and any other financial claims related to the children through May 2026, including but not limited to unreimbursed healthcare costs, health insurance expenses, extracurricular activity expenses, and any other child-related reimbursement claims. This

sum will be paid to Kathleen at the time of Kathleen's closing on either the refinance of the marital residence or the sale of the marital residence, as set forth below. Upon payment of this amount, all child-support arrearage and child-related reimbursement claims through May 2026 will be deemed fully resolved and satisfied.

b. **Incomes.** For purposes of calculating child support effective June 1, 2026, James's gross monthly income is agreed to be \$6,089, and Kathleen's gross monthly income is agreed to be \$5,921. Child support has been calculated pursuant to the Utah Child Support Guidelines using the Sole Physical Custody Worksheet. Based on the parties' agreed incomes and the custody arrangement set forth herein, James will pay Kathleen child support in the amount of \$1,095 per month, commencing June 1, 2026 and continuing on the first day of each month thereafter.

c. **Termination of Child Support.** Child support will continue until the earliest of: (1) a child turns 18 or graduates from high school during the normal and expected year of graduation (whichever is later); (2) the child dies; (3) the child marries; (4) the child joins the armed forces; or (5) the child is otherwise emancipated under Utah Code § 78A-6-801.

d. **Payment Mechanism / ORS Wage Withholding.** Within fourteen (14) days from entry of the Decree, James will submit the Decree and any required child support paperwork to the Office of Recovery Services ("ORS") for immediate wage withholding and child support enforcement services. James will timely cooperate with ORS, provide any information or documentation required to establish wage withholding, and pay any fees associated with ORS services. Until ORS wage withholding begins,

James will make child support payments directly to Kathleen by direct deposit, electronic transfer, or any other mutually agreed written payment method. Direct payments will continue to be made, one-half by the 5th and the other half by the 20th day of each month, until ORS begins collecting and disbursing support through wage withholding.

24. **Healthcare.** The statutory provisions of Utah Code § 81-6-208 apply. James is currently providing health insurance for the children through a policy available to him at reasonable cost through his employer. Effective June 1, 2026, the parties will equally share the children's portion of the health insurance premiums, following the statutory formula. The parties will equally share all reasonable and necessary uninsured medical, therapeutic, vision, orthodontic, and dental expenses, including co-pays and deductibles, for the children with notice and reimbursement deadlines requirements as contemplated in the statute.

25. **Notice to Creditors: Utah Code § 15-4-6.7.** When a court enters an order that provides for the payment of medical and dental expenses of a minor children under Section 81-6-208 or 78B-12-111, or an administrative order under Section 62A-11-326, a provider who receives a copy of the order at or before the time the provider renders medical or dental services to the minor children will, upon request from either parent, must separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order. A provider who receives a copy of the order within 30 days after the day on which the provider renders the medical or dental service may not make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order or make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14,

Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

26. **Tax Credits/Dependency Exemptions.** For federal and state income tax purposes, the parties agree to allocate dependency exemptions and related child tax credits for the minor children as follows, commencing with the **2026 tax year**, subject to James being current on child support as set forth below:

a. **Three Children Eligible to Be Claimed.** While three children remain eligible to be claimed, James will be entitled to claim the two older children for all federal and state income tax purposes in even-numbered tax years, and Kathleen will be entitled to claim the youngest child in even-numbered tax years. Kathleen will be entitled to claim the two older children for all federal and state income tax purposes in odd-numbered tax years, and James will be entitled to claim the youngest child in odd-numbered tax years.

b. **Two Children Eligible to Be Claimed.** When only two children remain eligible to be claimed, the parties will each claim one child each tax year. James will claim the older eligible child, and Kathleen will claim the younger eligible child, unless otherwise mutually agreed in writing.

c. **One Child Eligible to Be Claimed.** When only one child remains eligible to be claimed, James will claim the child in even-numbered tax years, and Kathleen will claim the child in odd-numbered tax years.

d. **Effect of James's Non-Compliance.** In any tax year in which James is not current on his child support obligation as of December 31, Kathleen will be entitled to

claim all eligible children as dependents for that tax year, including any related child tax credits or dependency-related tax benefits. James will timely execute any IRS forms or other documents reasonably necessary to allow Kathleen to claim the children for that year.

27. **Child Care Expenses.** Pursuant to Utah Code §81-6-209, the parties will equally share all reasonable work-related, career-related, or occupational-training-related child care expenses actually incurred for the children. The party incurring child care expenses will provide the other party with written verification of the cost and the identity of the child care provider upon initial engagement of the provider and thereafter upon reasonable request. Written verification may include invoices, receipts, provider statements, contracts, or other documentation showing the provider, amount charged, dates of care, and amount paid or owed. The party receiving written verification will reimburse the incurring party for one-half of the out-of-pocket child care cost within thirty (30) days of receiving the verification. The party incurring or paying child care expenses will notify the other party of any change in the child care provider or monthly child care cost within thirty (30) days of the change. If an actual child care expense is being incurred on a recurring monthly basis, the non-paying party will begin paying his or her share monthly upon presentation of proof of the child care expense. If the child care expense stops being incurred, the non-paying party may stop paying that monthly expense while it is no longer being incurred, without the need for a child support modification. A party seeking credit or reimbursement for child care expenses may be denied credit or reimbursement for expenses that are not timely verified as required by this provision. No parent shall be entitled to claim any child care expenses from the other parent, unless the other parent has been offered the right to

care for the child(ren) under paragraph 14 above.

28. **Alimony.** The parties are individually and separately capable of supporting themselves without financial assistance from the other. Accordingly, no alimony will be awarded to either party now or at any point in the future.

29. **Financial/Retirement Accounts.** The parties will be awarded all financial accounts in their individual respective names, including but not limited to:

- a. Bank Accounts (e.g., checking accounts, savings accounts, money market accounts, certificates of deposit)
- b. Investment Accounts (e.g. brokerage accounts, health savings accounts.
- c. Retirement Accounts (e.g., 401k, pension, IRA, etc.)
- d. Whole Life Insurance Cash Value, subject to any debts thereon.

30. **Motor Vehicles.** Katie will be awarded all right, title, interest, and ownership in and to the 2015 Honda Odyssey, and will be solely responsible for any debt, loan, insurance, registration, maintenance, repairs, taxes, fees, or other liability associated with that vehicle. James will be awarded all right, title, interest, and ownership in and to the 2004 Ford Expedition, and will be solely responsible for any debt, loan, insurance, registration, maintenance, repairs, taxes, fees, or other liability associated with that vehicle. Each party will timely execute and deliver any title, registration, transfer, release, or other documentation reasonably necessary to place the awarded vehicle solely in the receiving party's name and to remove the other party from any title, registration, insurance, or liability associated with that vehicle. Specifically, James will deliver the original title to the 2015 Odyssey to Kathleen within three days of executing this Agreement.

31. **Personal Property.** The parties acknowledge that they have previously divided all items of personal property. Each party will retain the personal property currently in his or her possession. James will be awarded the parties' two burial plots in the Greenwood Lawn Memorial Cemetery.

32. **Real Property.** While married, the parties acquired real property described as follows: 7651 S. Village Glen Dr. West Jordan, UT 84081, Parcel Number: 20-25-478-009-0000 ("the Marital Residence").

a. **Award and Refinance.** Kathleen is awarded all right, title, and interest in the Marital Residence. Except as otherwise provided herein, the Marital Residence is awarded to her free and clear of any claim or interest of James, and subject to all debts, mortgages, liens, and encumbrances thereon, which Kathleen will assume, pay, defend, indemnify, and hold James harmless from. Kathleen will refinance the existing mortgage on the Marital Residence no later than September 10, 2026, to remove James' name from any obligation thereon. At closing of the refinance, Kathleen will pay James a one-time property settlement payment of \$258,013.65. Kathleen will deduct from this payment the above-referenced child support arrearage in the amount of \$3,100, the amount of \$1,050 for agreed-up house repair reimbursements, and \$5,839 as reimbursement to Kathleen for amounts she has paid toward the parties' Mountain America Credit Union Signature Loan, for a total deduction of \$9,989. The net payment to James will thus be \$248,014.65. Upon request, James will execute a Quitclaim Deed or any other document required to convey all of his right, title, and interest in the Marital Residence to Kathleen to effectuate this transfer.

b. **Sale if Refinance Not Completed.** If Kathleen fails to complete both (1) the refinance removing James' name from the mortgage and (2) the full payment of the property-settlement amount of \$248,014.65 owed to James, she will immediately list the Marital Residence for sale with Joe Gordon or another realtor mutually agreed upon by the parties. The Marital Residence will remain continuously listed for sale until it is sold.

c. **Listing for Sale.** If the Marital Home is listed for sale the following provisions will apply:

i. **Sale Terms.** Once listed, the home will remain continuously listed until sold. The initial listing price will be established in consultation with the realtor and as mutually agreed upon by the parties in writing. The home will be sold for any mutually agreeable sales price.

ii. **Distribution of Sale Proceeds.** The proceeds from the sale of the Marital Home will be distributed in the following order of priority:

A. Payment of the first mortgage, all costs of sale, including but not limited to title report fees, closing costs, and real estate commissions.

B. Any remaining net proceeds will be divided equally between James and Kathleen.

C. From James share of the proceeds, James will pay to Kathleen the sum of \$9,989 as reimbursement for the items mentioned above.

d. **Use and Occupation.** Kathleen will retain the exclusive right to use and

occupy the property until it is sold.

e. **Pre-Sale Expenses.** The parties will equally share any mutually agreed-upon expenses incurred to enhance the property's value or to satisfy any reasonable condition of sale as recommended by the realtor to improve its marketability. Any such agreement will be in writing.

f. **Cooperation and Maintenance.** The parties will fully cooperate with all real estate agents in showing the property to prospective buyers. Kathleen will ensure the property is kept clean and orderly, making it presentable for showings and attractive to potential buyers.

g. **Expense Reimbursement.** If either party incurs expenses or makes a payment related to the property due to the other party's failure to pay as required by this Stipulation, the paying party will be reimbursed from the nonpaying party's share of the sale proceeds at closing, upon proof of payment.

h. **Flexibility in Sale Process.** The parties may mutually agree to modify any term relating to the mechanics of the sale, including but not limited to the duration of the listing, the listing agent, the sales price, or agreed-upon improvements or repairs. The parties will act in good faith to make procedural changes that facilitate a prompt and successful sale.

i. **Dispute Resolution.** The parties agree to mediate any dispute relating to the sale of the property with Todd Wetsel, such mediation to be binding on both parties, before submitting any non-urgent or non-emergency issue to the court.

33. **Debt Payments Upon Refinance or Sale of Real Property.** James will pay in

full the following debts and obligations from his share of the proceeds from the sale of the marital residence or from any property settlement proceeds he receives from Kathleen in connection with her refinance of the marital residence: the MACU Signature Loan, the AFCU Visa, the Capital One credit card, and all amounts due to his attorneys, the PGAL, and any counselor who has provided counseling services in the course of the proceedings in this case. James will also pay in full the remaining balance of any student loans incurred by him unless he provides Kathleen with written verification from the creditor or servicer confirming that Kathleen is not a co-borrower, co-signer, guarantor, or otherwise legally liable for any such student loan obligation. James shall submit to the escrow company all payoff statements and other documentation necessary to ensure that the payment of all debts and obligations referenced in this Paragraph 37 occurs directly from closing.

34. **Quilting Business.** Kathleen will be awarded all right, title, interest, ownership, and control in and to her quilting business known as **The Blushing Bobbin, LLC**, including but not limited to the business name, goodwill, customer lists, accounts, receivables, inventory, quilting equipment, sewing machines, tools, supplies, fabric, materials, patterns, books, records, social media accounts, websites, email accounts, bank accounts, intellectual property, and any other asset or property associated with or used in connection with the business. Kathleen will also be solely responsible for any debts, obligations, liabilities, taxes, fees, or expenses associated with the quilting business, including but not limited to any debt owed to **Blushing Bobbin**. James will have no ownership interest in the business, its assets, income, accounts, equipment, supplies, or future earnings, and Kathleen will remove James' name as principal of the business and from the operating agreement and hold James harmless from any business-

related debt or liability awarded to her under this provision.

35. **Debts.** Each party will assume, pay, indemnify, defend, and hold the other party harmless from any debt, liability, obligation, loan, credit card, account, or charge incurred in that party's individual or sole name, except as otherwise specifically provided in this Decree.

a. James will assume and pay, as his sole and separate responsibility, the MACU Signature Loan, the AFCU Visa, the Capital One credit card, and any and all student loans incurred by James, unless otherwise specifically addressed in this Decree.

b. Kathleen will assume and pay, as her sole and separate responsibility, the Blushing Bobbin credit card.

c. Each party will indemnify, defend, and hold the other party harmless from any and all claims, collection efforts, lawsuits, judgments, interest, penalties, late fees, attorney fees, credit reporting consequences, tax consequences, or other damages arising from the debts assigned to that party under this provision. If either party fails to timely pay a debt assigned to him or her and the other party suffers any financial loss, collection activity, credit damage, or other harm as a result, the non-paying party will immediately reimburse the other party for all amounts paid or incurred, including attorney fees and costs necessary to enforce this provision.

d. Each party will use his or her best efforts to ensure that debts assigned to that party are paid timely and that the other party is not contacted, pursued, sued, reported negatively, or otherwise held responsible for debts assigned to the responsible party under this Decree.

36. **Family Photos.** Within 48 hours from the date of this Stipulation, James will

provide Katie with an electronic copy of all family photos that were or are saved in the Amazon account. Within sixty days from the date of this Stipulation, Katie will provide James with digital copies of all family photos from family photo albums, scrapbooks, or any other source in her possession, custody, or control. Each party will cooperate in good faith to allow the other party to make electronic copies of any additional family photos in his or her possession, custody, or control. Neither party will delete, alter, conceal, destroy, or restrict access to family photos before the other party has had a reasonable opportunity to copy them.

37. **Attorney Fees/Court Costs.** The parties will pay their own attorney's fees and costs associated with this matter. The parties will equally share the mediator fees from the May 13, 2026, mediation.

38. **Duty to Cooperate.** The parties shall cooperate with each other, through counsel or otherwise, to effect the changes in title to property to be divided by their Decree, to change names and responsibilities for payment of debts divided herein, and to cooperate in each and every other way necessary to ensure that the Decree is carried out in every detail.

39. **Default.** If, after this Decree is entered, either Party defaults in his or her obligations, the Party in default will be liable to the prevailing Party for all reasonable expenses, including reasonable attorney's fees and costs of court incurred in the enforcement of the obligations created by the Decree.

40. **Former Name.** Kathleen will be restored to her former name of "Denton" if she so desires.

41. **Dissolution of Revocable Trust.** The Court orders that their revocable trust is hereby revoked and of no effect. They shall take any actions necessary to effectuate that

revocation.

******* END OF ORDER *******

(Court's signature will appear at the top of the first page)

Approved as to form:
Lieberman Siebers & Wood

Approved as to form:
Medura & Maxwell Family Law, LLC

/s/ Matthew Wood (by Michael Mickelson
with permission via email on 5/20/2026
Matthew H. Wood, USB #13898
Attorney for Respondent

/s/ Rachel Maxwell-Booker (by Michael Mickelson
with permission via email on 5/19/2026
Rachel Maxwell-Booker, USB #19008
Guardian ad Litem

RULE 7 NOTICE

Please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED May 20, 2026.

CALDWELL FILLER & GRAYSON

/s/ Michael A. Mickelson
Michael A. Mickelson, Attorney

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on May 20, 2026, in the manner indicated below, to those indicated below:

Matthew H. Wood, USB #13898 <i>Attorney for Respondent</i>	<input type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> E-filed
Rachel Maxwell-Booker, USB #19008 <i>Guardian ad Litem</i>	<input type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand-delivery <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> E-filed

CALDWELL FILLER & GRAYSON

/s/ Hannah Sherwood
Hannah Sherwood, *Paralegal*