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

In the Matter of the Marriage of: BINGXIN FAN, aka Cindy Fan Petitioner, and SHUN QIAO, aka John Qiao Respondent.	DECREE OF DIVORCE Civil No. 264902187 Judge: Randall Skanchy Commissioner: Joanna Sagers
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Pursuant to the Court's Findings of Fact and Conclusions of Law, incorporated herein by this reference, and after having reviewed the documents in this matter and determined that the Stipulated Settlement Agreement between Petitioner and Respondent is fair and reasonable and after having been fully advised in the premises,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1. Dissolution of Relationship. Petitioner is hereby granted a Decree of Divorce from Respondent based upon irreconcilable differences, dissolving all bonds of matrimony

heretofore existing. The Decree of Divorce shall become absolute when signed by the Court and entered by the clerk in the Register of Actions.

2. Matters Related to Children. The parties have two (2) minor children from the marital relationship, to wit:

<u>Initials</u>	<u>Date of Birth</u>
Z. Q.	08/2020
N. Q.	12/2021

3. Custody and Parent-time. The parties are awarded joint legal custody and joint physical custody of the minor children. The parties' are awarded parent time pursuant to the Parenting Plan, as follows:

PARENTING PLAN

(Joint Legal and Joint Physical Custody)

A. **Ground rules.** Each parent is 100% responsible for his or her behavior. If a parent fails to comply with any provision of the parenting plan, the other parent's obligations under the parenting plan are not affected. Both parents should make a good faith attempt to resolve issues of disagreement or noncompliance through mediation prior to resorting to the courts.

B. **Legal Custody.** The best interests of the minor children, including their physical, psychological, emotional needs and development are best served by the parties having joint legal custody.

C. **Physical Custody and Parent-time.**

i. The best interests of the minor children, including their physical, psychological, emotional needs, and development, are best served by the parties having joint physical custody.

ii. Both parties agree to allow parent-time with the minor children and parent-time with the minor children shall be as the parties can agree. If the parties cannot agree parent-time shall be according to a two week on one week off schedule with Petitioner having two weeks and Respondent having one week. Exchanges will take place on Sunday at 6:00 p.m. The parties will share equally in transportation for parent time exchanges. With the party receiving the children arranging for transportation for the children.

iii. Any extended parent-time exercised, pursuant to the applicable statute, shall not include any holidays to which either parent is not entitled for the calendar year.

iv. Parent-time on holidays shall be as the parents can agree. If the parents cannot agree, then they shall exercise the parent-time scheduled outlined in UTAH CODE ANN.§ 81-9-302(13) as it may be amended with the Petitioner designated as the custodial parent for the purposes of the schedule:

Holiday	Holiday Time Period	Years Non-Custodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child(ren); (b) the time that school is regularly dismissed; or	Odd years	Even years

	(c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child(ren) 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.		
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(ren); (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(ren) 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.	Even years	Odd years
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(ren) 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.		All 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(ren); (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(ren) 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 if noncustodial parent is the mother or other parent designated in the order.	
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 if noncustodial parent is the father or other parent designated in the order.	
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.		All 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(ren); (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(ren) 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(ren) 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.		All 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(ren) to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		All 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	(1) Holiday begins on December 27th at 7 p.m.	Even years	Odd years

(Second Half)	(2) Holiday ends upon delivering the minor child(ren) to school on the day that school resumes after the winter break.		
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

v. Each party should be awarded one (1) two-week block of uninterrupted parent-time to be exercised during the minor children's summer break from school. The parties should designate their desired weeks in writing by May 1 of each year. In the event of a conflict of dates, Petitioner should have first choice of dates in even-numbered years and Respondent should have first choice in odd numbered years.

vi. The Petitioner's current residence located at 13969 Maple Hollow Circle, Draper, Utah shall be considered the primary residence of the minor children for school purposes.

D. Communication/Decision Making:

i. The parties will communicate civilly, respectfully, with a forward focus and regarding the minor children only.

ii. Each parent will notify the other parent of any change in address or phone number within 24 hours of the change.

iii. The parent who has actual custody of the children during the time-shared block may make those minor day-to-day decisions without having to consult with the other parent.

iv. The parties will discuss any major decisions for the minor children involving non-emergency medical, including vision, dental, and psychological, religion, and education prior to making a final decision. If the parties are unable to reach an agreement through discussion the parties should consult an expert in the field or attend mediation, with each party sharing equally in the cost of mediation. If after mediating the parties are still unable to reach a mutual decision, the parties may seek the assistance of the court. In the event of a disagreement on a time critical decision, that was not the result of the parties' delay in addressing the issue, the parent with primary custody should have the ability to make the initial decision, pending mediation and court assistance.

v. The parties should discuss with one another any situations with the children in which significant discipline was used. The parties should not use corporal punishment in any form. Further, they should consult with one another if they experience problems with discipline and try to create consistency with house rules and discipline techniques used. They should consult with a mental health professional or counselor together if they are unable to resolve behavioral issues involving the children.

vi. Both parties should be restrained and enjoined from making disparaging remarks about the other in the presence of the minor children.

vii. Both parties should be ordered to direct others, in their presence and in the presence of the minor children, from also making disparaging remarks about the other party and both parties should be ordered to remove the minor children from the presence of others making disparaging remarks about the other party.

viii. Both parties should refrain from involving the children in “divorce issues.” Such issues include but are not limited to parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about Court and legal matters; contents of legal papers; seeking information regarding what occurs in one another’s homes (other than general conversation); involving the children as “messengers” between the parties. And the parties should be mutually restrained from allowing others to do that which they themselves are not allowed to do.

E. Extracurricular Activities: Either party may sign the minor children up for extracurricular activities that are for the benefit of the children. The parties shall share equally in all costs associated with such extracurricular activities. Written agreement from the other parent is not required for enrollment.

F. Children’s Education Plan / School:

i. The location of where the minor children will attend school will depend on the Petitioner’s residence. Both parties will have the authority to check the children out of school.

ii. Both parents shall have access to the children during school and both parents should have full access to school records. Both parents will each initiate and maintain relationships with the children's teachers in order to keep apprised of the children's progress, to receive a copy of the children's report cards and notices, and to attend parent-teacher conferences, though at separate times, and participate with the children in school functions.

iii. The parties agree that the minor children shall attend private school through high school unless the parties mutually agree otherwise in writing. All costs associated with the children's education, including but not limited to tuition, enrollment fees, books, uniforms, and school-related expenses, shall be divided equally (50/50) between the parties.

G. Child Care:

i. Under Utah Code §81-9-202, parental care is presumed to be better for the child than surrogate care. Each parent should provide all surrogate care providers with the name, current address, and telephone number of the other parent, and should provide the other parent with the name, current address and telephone number of all surrogate care providers.

ii. Pursuant to Utah Code §81-6-209, both parties should share equally the reasonable work-related, career or occupational training child care expenses. The paying-parent should provide written verification of the cost and identity of a child care provider to the non-paying-parent upon initial engagement of a provider, and thereafter on

the request of non-paying-parent. The paying-parent should notify the non-paying-parent of any change of child care provider, or the monthly expense of child care, within thirty (30) calendar days of the date of the change. The paying-parent may be denied the right to receive credit for the expenses or to recover the non-paying-parent's share of the expenses if the paying-parent fails to comply with these provisions.

H. Medical Services and Health Insurance:

i. Each parent should notify the other parent of significant illnesses or injuries involving the minor children and of any information relating to the children's medications. In the case of an emergency, the parent that has the children with them will inform the other parent immediately.

ii. The parent that provides medical insurance for the children should give the other parent a duplicate insurance card to present to medical providers. Each parent should be entitled to initiate their own relationship with all of the children's medical providers and have complete access to the children's medical records.

I. Parent-time Relocation. If either parent intends to relocate 150 miles or more from the residence of the other parent, he or she shall abide by the terms of Utah Code Annotated Section 81-9-209.

J. Travel: If either party intends to travel with the minor children, the other party should be notified in advance and be provided an itinerary, including travel dates, locations, and contact information where the children can be reached, in advance of the

travel for emergency purposes. If the travel will interfere with the other parent's parent time, that party must agree in writing to the planned travel.

K. Passports. Each party shall provide the passports of the minor children for international travel with the other parent at least 10 days prior to the departure date and shall not unreasonably withhold the passports from the other party.

L. Parent-Child Communication. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.

M. Child Expense Management and Shared Housing Obligations

i. **Shared Expense Account.** The parties agree to maintain and use a shared checking account (currently ending in **7164**) for the sole purpose of managing all expenses related to the minor children.

ii. **Monthly Contributions:** Each party should contribute an equal amount (50/50) to this account on a monthly basis to ensure sufficient funds are available for all anticipated costs.

iii. **Authorized Expenses:** This account shall be used to pay for all children-related expenses, including but not limited to:

- a. Extracurricular activities and associated equipment or fees.
- b. Everyday expenses (e.g. clothing, grooming, etc.).
- c. Entertainment and social activities for the children.

- d. Travel expenses for the children.
- e. School-related costs, including tuition, supplies, and fees through high school.
- f. House helpers and nanny wages.
- g. Any single expense exceeding \$1,000 must be agreed to by both parties in writing prior to payment.

iv. **Residence and "Nesting" Expenses.** For as long as the minor children remain in the same residence located at 13969 Maple Hollow Circle, Draper, Utah and the parents rotate in and out of the home to care for the children, the shared account ending in **7164** shall also be used to cover all household-related expenses.

v. **Coverage:** These expenses include the mortgage, property taxes, homeowner's insurance, and all residential utilities.

vi. **Duration:** This shared housing expense arrangement shall continue until the "nesting" period ends by mutual written agreement or further Court order.

****End of Parenting Plan****

5. Child Support.

a. Child support is ordered in accordance with child support guidelines. Based on the Petitioner's income of \$45,000 per month and Respondent's income of \$15,660 per month along with a 219/146 split on the overnights, Respondent's child support obligation is set at \$423.00 per month based on a joint custody calculation.

b. Support under the Utah Child Support Act should continue until the minor children become eighteen (18) years of age or have graduated from high school during the minor child's normal and expected year of graduation, whichever occurs later.

6. Income Taxes. For State and Federal tax purposes, Petitioner is entitled to claim the minor children for tax purposes.

7. Health, Accident, and Dental Expenses of the Minor Child.

a. Petitioner shall maintain insurance for medical and dental expenses for the benefit of the minor children, if available through her employment at a reasonable cost. The Respondent shall maintain insurance for medical and dental expenses for the benefit of the minor children, if available through his employment at a reasonable cost. The party who can obtain the best health insurance is ordered to maintain the insurance. If health insurance is not available to either party through their employment at a reasonable cost, then both parties are ordered to obtain the same privately and share the cost equally. The parties acknowledge that the Petitioner currently has the best insurance available.

b. Both parties are ordered to share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. Both parties are ordered to share equally all reasonable and necessary uninsured medical, dental, orthodontic, therapy, and speech therapy expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

c. The parent maintaining insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent children, and thereafter on or before

January 2nd of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date that parent first knew or should have known of the change. The parent maintaining insurance shall provide a list, or other information necessary for the other parent to access a list, of in-network providers.

d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half (1/2) of the amount of the out-of-pocket costs within thirty (30) days of receipt of the written verification. If both parties obtain medical insurance for the benefit of the minor children, then both parties shall be solely responsible for their own monthly premium costs.

e. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but are covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children. During the time when any dependent children are

covered by both parties' health or dental insurance plans, neither party shall be ordered to pay one-half of the insurance premium paid by the other party.

8. Real Property. During the course of the marriage, the parties acquired two properties; 1) 398 Bay Street, San Jose, CA; 2) 13969 Maple Hollow Circle, Draper, UT.

Both properties have equity and are subject to mortgages.

a. The Petitioner is awarded the 13969 Maple Hollow Circle, Draper, UT property free and clear of any claim of the Respondent. Petitioner shall be responsible for the debts associated with that property.

b. The parties are each awarded a 50% interest in the 398 Bay Street, San Jose, CA property. Both Petitioner and Respondent may reside at the property and the parties shall equally share rental income and expenses of the property. Both parties shall equally divide any and all taxes associated with the rental income. Both parties shall remain on the deed and the net proceeds in the property shall be split 50/50 when the property is sold. Both parties are ordered to be equally responsible for any and all taxes owed relating to the sale of this property (e.g. capital gains taxes).

9. Personal Property and Assets. The parties have divided all personal property and assets and each party is awarded the property in his/her own possession. The Court specifically awards the Petitioner the Tesla Model X and the VW Beetle. The Respondent is specifically awarded the Ford.

10. Debts and Obligations. The parties have no joint or marital debts or joint financial obligations that are outstanding, except as provided above. Each party is ordered to pay those debts currently incurred in their individual names.

11. Notice to Creditors Regarding Debts. As authorized by U.C.A. §81-4-406(4), the parties shall notify respective creditors or obliges, regarding the divisions of debts, obligations, or liabilities herein and the parties separate, current addresses.

12. Financial Accounts. The parties have maintained separate financial accounts. Each party is awarded his/her own individual accounts free and clear of any claim by the other party. Except as provided in paragraph 14, each party is awarded all stocks that they have acquired in their individual names.

13. Retirement Accounts. The parties have 401(k) and other retirement accounts in their own individual names. Each party is awarded his/her own retirement accounts held in their individual names. Each party waives any and all claims now and in the future regarding the other party's retirement account(s).

14. Business Interest.

a. Xinlin: Petitioner acquired a business interest in Xinlin, LLC in Salt Lake City, Utah. Petitioner is awarded her interest in the Xinlin free and clear of any claim of the Respondent.

b. Open Art AI:

i. Respondent owns an ownership interest in Open Art AI (the "Company"). Respondent acquired 3,808,232 number of shares of Common/Preferred

Stock representing approximately a twenty-five percent (25%) interest (22% fully diluted) in the Company. Respondent is awarded 70% of his shares and the Petitioner is entitled to 30% of the Respondent's shares, which should be awarded to Petitioner in any liquidation event.

ii. For the purposes of the Decree of Divorce, a "Liquidity Event" shall be defined as any transaction or series of transactions that results in Respondent receiving cash, marketable securities, or other value in exchange for, or based upon, his ownership interest in the Company, including but not limited to a sale, merger, consolidation, acquisition, Initial Public Offering (IPO), direct listing, secondary sale, share buyback, or the distribution of dividends. To ensure transparency regarding these interests, the Company utilizes an online equity management platform and Respondent shall take reasonable steps to grant Petitioner "View Only" or "Observer" access to Respondent's specific holdings on this platform; Furthermore, Respondent shall notify Petitioner in writing in no later than five (5) business days after receiving notice of any proposed Liquidity Event or changes to the capitalization table, such as stock splits or dilution events, and shall provide Petitioner with copies of all investor updates, shareholder letters, and any transaction documents or "Deal Terms" he receives regarding the value of his shares.

iii. Upon any Liquidity Event, Respondent shall pay or transfer to Petitioner 30% of the Net Proceeds within three (3) business days of settlement. "Net Proceeds" is defined as the total cash value received minus only specific transaction costs and applicable taxes withheld at the source; however, in the event the Liquidity Event results

in the distribution of stock, options, or other non-cash assets (such as in an IPO, public listing, or stock-for-stock merger), Respondent shall satisfy this obligation by transferring 30% of such shares or assets in-kind directly to Petitioner's brokerage account.

iv. The deferred distribution of Petitioner's interest is a good-faith accommodation designed to support Respondent's ongoing stewardship and the continued growth of the Company.

14. Alimony. Neither party is ordered to pay the other party alimony.

15. Attorney's Fees. Each party are ordered to share equally the costs for an attorney to finalize this matter.

16. Miscellaneous and Mutual Restraints.

a. Petitioner and Respondent are jointly ordered to cooperate with each other and to execute and deliver any and all documents necessary to effectuate the terms and conditions of any divorce decree entered in this action.

b. Both parties are restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and should have the affirmative duty to use his or her best

efforts to prevent third parties from such violations or should remove the children from such circumstances.

c. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

d. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted. The children's name, likeness, image, identification, or photographs shall be strictly guarded and only released on non-public and private sites to close friends and family.

e. A default or breach of the terms and conditions of the Decree of Divorce, if not immediately brought to the Court's attention, shall not be deemed a waiver and shall not be deemed a waiver of any subsequent breach or default of the same or similar nature.

f. Prior to any Petition being filed to modify any provision of the final Decree of Divorce, the parties shall attempt to resolve the issue through mediation.

g. Each party is ordered to immediately deliver all personal property, documents, personal effects, etc., awarded to the other party in their possession and to execute and deliver any and all necessary documents and titles to affect a transfer of property as ordered in the Decree of Divorce to be entered herein.

----- **End of Decree** -----

In accordance with the Utah State District Courts eFiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the court's seal and the date the order was executed by the court.

Approved as to Form:

/s/ Dena C. Sarandos*

DENA C. SARANDOS

Attorney for Respondent

Received permission to e-sign via e-mail dated 5/26/26