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| <p align="center"><b>IN THE THIRD JUDICIAL DISTRICT<br/>COURT,<br/>IN AND FOR SALT LAKE COUNTY, STATE<br/>OF UTAH</b></p>                                                                                                   |                                                                                                                                                     |
| <p><b>In the Matter of the Marriage of:</b></p> <p><b>STACEY MICHELLE LARSEN,</b></p> <p align="center"><b>Petitioner,</b></p> <p><b>and</b></p> <p><b>CHAD CANNON LARSEN,</b></p> <p align="center"><b>Respondent.</b></p> | <p align="center"><b>DECREE OF DIVORCE</b></p> <p><b>Case No.: 264902149</b></p> <p><b>Judge: LINDA JONES</b><br/><b>Commissioner: KIM LUHN</b></p> |

Petitioner, Stacey Michelle Larsen, commenced this divorce action against the Respondent, Chad Cannon Larsen, with the filing of her *Verified Petition for Decree of Divorce* on April 23, 2026. The parties later entered into settlement negotiations with one another and on June 2, 2026, executed a written *Stipulation and Marital Settlement Agreement* (hereinafter “the Agreement”), which is on file with the Court (Docket Entry #35). Having received the parties’ Agreement and *Petitioner’s Declaration of Jurisdiction and Grounds*, and having made and entered *Findings of Fact and Conclusions of Law*, and for good cause appearing, the Court now ORDERS, ADJUDGES and DECREES as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Stacey is a bona fide resident of Salt Lake County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.
2. Jurisdiction is proper in this court pursuant to Utah Code Ann. §81-4-402.
3. Venue is proper in this court pursuant to Utah Code Ann. §81-4-402.
4. The parties were married on June 3, 2006 in Cache County, State of Utah.
5. The parties separated on April 30, 2026.

### **GROUND AND GRANTING OF DIVORCE**

6. During the course of the marriage the parties have experienced difficulties that cannot be reconciled, and which have prevented them from pursuing a viable marriage relationship, and therefore Stacey is hereby granted a Decree of Divorce from Chad severing the bonds of matrimony, the same to become final upon entry, pursuant to Utah Code Ann. §81-4-405(1)(h).

### **DISCLOSURES REGARDING CHILDREN**

7. The parties are the parents of three (3) children who have been born or adopted during the marriage, to wit: R.D.L., born July 16, 2008; J.C.L., born April 29, 2011; and E.W.L., born March 5, 2014.
8. No other children are expected.
9. The minor children are bona fide residents of the State of Utah and have been for at least six (6) months prior to the filing of this action; hence, Utah is the home state of the minor children.

10. The parties are unaware of any other person(s) not a party to the action who has or claims to have any custody or parent-time rights to the children.

11. The parties have not participated in and are unaware of any pending custody litigation concerning the parties' children.

12. Upon information and belief, the parties state that there are no proceedings in the juvenile court of this state or any other state concerning the children.

### **CUSTODY AND PARENT-TIME**

13. Legal Custody. The parties shall be awarded joint legal custody of the minor children pursuant to the proposed *Parenting Plan* submitted herewith.

14. Physical Custody. The parties shall be awarded joint physical custody of the minor children subject to the parent-time schedule set forth below.

#### **Parenting Plan**

15. Parent-time. Parent-time shall be pursuant to the following schedule repeating on a 14-day cycle:

|          | <u>M</u> | <u>T</u> | <u>W</u> | <u>Th</u> | <u>F</u> | <u>Sa</u> | <u>Su</u> |
|----------|----------|----------|----------|-----------|----------|-----------|-----------|
| Week One | Stacey   | Stacey   | Stacey   | Stacey    | Stacey   | Stacey    | Stacey    |
| Week Two | Chad     | Chad     | Chad     | Chad      | Chad     | Chad      | Chad      |

16. Safety Plan. Neither party shall drink alcohol to the point of intoxication or use illegal drugs or prescribed drugs in a manner inconsistent with their prescribed use both prior to and during parent-time. Neither party shall leave firearms unattended or in a location where a child may access them.

17. Primary Residential Parent. Stacey shall be designated as the primary residential parent for purposes of where the children attend school, including designated feeder schools. The children shall remain in the same schools they currently attend and feeder schools.

18. Relocation. If, at any point, either party intends to relocate more than 150 miles from the other party, the parties shall be bound by the notice requirements found in Utah Code Ann. §81-9-209. In addition, if the proposed relocation makes equal parent-time unworkable, the parties shall meet in mediation in an attempt to review and modify this Parenting Plan prior to filing a Petition to Modify custody and parent-time with the Court, with each party paying one-half (1/2) of the mediator's fees.

19. Transportation for Parent-time. The parent beginning their parent-time shall provide the necessary transportation in connection with the beginning of their parent-time. Currently, the parties are exchanging the children on Sundays at approximately 12:00 p.m., which they anticipate shall continue. Pick-ups and drop-offs of the minor children may occur at school as applicable. The parties shall work together to modify transportation arrangements for the children according to changing school and work schedules.

20. Right of First Refusal. The parties shall be awarded an overnight right of first refusal whereby, if a parent is unable to provide direct care for the children for overnight or longer, that parent shall offer the right to provide the care for the children to the other parent before any other surrogate care provider. The parent exercising the right of first refusal shall provide all related transportation for the children.

21. Holiday Parent-time. Holiday parent-time shall be pursuant to the schedule set forth in Utah Code Ann. §81-9-303, with Stacey designated as the custodial parent for purposes of the holiday parent-time schedule only. The schedule is reproduced below:

| Holiday                        | Holiday Time Period                                                     |  |  | Years Stacey is Granted Holiday |  | Years Chad is Granted Holiday |
|--------------------------------|-------------------------------------------------------------------------|--|--|---------------------------------|--|-------------------------------|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session |  |  | Odd years                       |  | Even years                    |

|  |                                                                                                                                                                                                                                                                                                                                          |  |  |  |  |  |
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|  | and<br>the<br>pare<br>nt<br>can<br>be<br>with<br>the<br>chil<br>d;<br>(b)<br>the<br>time<br>that<br>scho<br>ol is<br>regu<br>larly<br>dism<br>isse<br>d; or<br>(c) 6<br>p.m.<br>at<br>the<br>elect<br>ion<br>of<br>the<br>pare<br>nt<br>gran<br>ted<br>the<br>holi<br>day.<br>(2)<br>Holi<br>day<br>ends<br>:<br>(a)<br>upo<br>n<br>deli |  |  |  |  |  |
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|  | vering<br>the<br>child<br>to<br>school<br>on<br>the<br>day<br>following<br>Dr.<br>Martin<br>Luther<br>King,<br>Jr.<br>Day;<br>or<br>(b)<br>at 8<br>a.m.<br>on<br>the<br>day<br>following<br>Dr.<br>Martin<br>Luther<br>King,<br>Jr.<br>Day<br>if<br>there<br>is<br>no<br>school. |  |  |  |  |  |
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| 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 child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of |  |  | Even years |  | Odd years |
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|  | the<br>pare<br>nt<br>gran<br>ted<br>the<br>holi<br>day.<br>(2)<br>Holi<br>day<br>ends<br>:<br>(a)<br>upo<br>n<br>deli<br>veri<br>ng<br>the<br>chil<br>d to<br>scho<br>ol<br>on<br>the<br>day<br>follo<br>win<br>g<br>Pres<br>iden<br>t's<br>Day;<br>or<br>(b)<br>at 8<br>a.m.<br>on<br>the<br>day<br>follo<br>win<br>g<br>Pres |  |  |  |  |  |
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|              | ident's<br>Day<br>if<br>there<br>is<br>no<br>school.                                                                                                                                                                  |  |  |              |  |            |
| Spring Break | (1)<br>Holiday<br>begins<br>at<br>6<br>p.m.<br>on<br>the<br>day<br>that<br>school<br>dismisses<br>for<br>spring<br>break.<br>(2)<br>Holiday<br>ends<br>:<br>(a)<br>upon<br>delivering<br>the<br>child<br>to<br>school |  |  | Odd<br>years |  | Even years |

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|              | 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. |  |  |                                           |  |           |
| Memorial Day | (1) Holiday begins Friday at: (a) 9 a.m. if school is                                                                              |  |  | E<br>v<br>e<br>n<br>y<br>e<br>a<br>r<br>s |  | Odd years |

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|  | not<br>in<br>sessi<br>on<br>and<br>the<br>pare<br>nt<br>can<br>be<br>with<br>the<br>chil<br>d;<br>(b)<br>the<br>time<br>that<br>scho<br>ol is<br>regu<br>larly<br>dism<br>isse<br>d; or<br>(c) 6<br>p.m.<br>at<br>the<br>elect<br>ion<br>of<br>the<br>pare<br>nt<br>gran<br>ted<br>the<br>holi<br>day.<br>(2)<br>Holi<br>day<br>ends<br>: |  |  |  |  |  |
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|              | (a)<br>upon<br>delivering<br>the<br>child to<br>school<br>on<br>the<br>day<br>following<br>Memorial<br>Day;<br>or<br>(b)<br>at 8<br>a.m.<br>on<br>the<br>day<br>following<br>Memorial<br>Day<br>if<br>there<br>is<br>no<br>school. |  |  |                   |  |  |
| Mother's Day | (1)<br>Holiday<br>begin                                                                                                                                                                                                            |  |  | St<br>a<br>c<br>e |  |  |

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|                     | ns<br>on<br>Mot<br>her's<br>Day<br>at 9<br>a.m.<br>(2)<br>Holi<br>day<br>ends<br>on<br>Mot<br>her's<br>Day<br>at 7<br>p.m.                               |  |  | y'<br>s<br>E<br>a<br>c<br>h<br>Y<br>e<br>a<br>r                |  |            |
| Father's Day        | (1)<br>Holi<br>day<br>begi<br>ns<br>on<br>Fath<br>er's<br>Day<br>at 9<br>a.m.<br>(2)<br>Holi<br>day<br>ends<br>on<br>Fath<br>er's<br>Day<br>at 7<br>p.m. |  |  | C<br>h<br>a<br>d'<br>s<br>E<br>a<br>c<br>h<br>Y<br>e<br>a<br>r |  |            |
| Independence<br>Day | (1)<br>Holi<br>day<br>begi<br>ns<br>on<br>July                                                                                                           |  |  | O<br>d<br>d<br>y<br>e<br>a<br>r<br>s                           |  | Even years |

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|             | 3rd<br>at 6<br>p.m.<br>(2)<br>Holi<br>day<br>ends<br>on<br>July<br>5th<br>at 6<br>p.m.                                                     |  |  |                                           |  |            |
| Pioneer Day | (1)<br>Holi<br>day<br>begi<br>ns<br>on<br>July<br>23rd<br>at 6<br>p.m.<br>(2)<br>Holi<br>day<br>ends<br>on<br>July<br>25th<br>at 6<br>p.m. |  |  | E<br>v<br>e<br>n<br>y<br>e<br>a<br>r<br>s |  | Odd years  |
| Labor Day   | (1)<br>Holi<br>day<br>begi<br>ns<br>on<br>Frid<br>ay<br>at:<br>(a) 9<br>a.m.<br>if<br>scho                                                 |  |  | O<br>d<br>d<br>y<br>e<br>a<br>r<br>s      |  | Even years |

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|  | <p>ol is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday</p> |  |  |  |  |  |
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|              | ends<br>:<br>(a)<br>upon<br>delivering<br>the<br>child to<br>school<br>on<br>the<br>day<br>following<br>Labor<br>Day;<br>or<br>(b)<br>at 8<br>a.m.<br>on<br>the<br>day<br>following<br>Labor<br>Day<br>if<br>there<br>is<br>no<br>school. |  |  |                  |  |           |
| Columbus Day | (1)<br>Holiday<br>begin                                                                                                                                                                                                                   |  |  | E<br>v<br>e<br>n |  | Odd years |

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|            | ns at<br>6<br>p.m.<br>on<br>the<br>day<br>befo<br>re<br>Colu<br>mbu<br>s<br>Day.<br>(2)<br>Holi<br>day<br>ends<br>at 7<br>p.m.<br>on<br>Colu<br>mbu<br>s<br>Day. |  |  | y<br>e<br>ar<br>s                |  |            |
| Fall Break | (1)<br>Holi<br>day<br>begi<br>ns at<br>6<br>p.m.<br>on<br>the<br>day<br>scho<br>ol is<br>dism<br>isse<br>d for<br>fall<br>brea<br>k.<br>(2)<br>Holi<br>day       |  |  | O<br>d<br>d<br>y<br>e<br>ar<br>s |  | Even years |

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|           | ends<br>:<br>(a)<br>upo<br>n<br>deli<br>veri<br>ng<br>the<br>chil<br>d to<br>scho<br>ol<br>on<br>the<br>day<br>follo<br>win<br>g the<br>end<br>of<br>fall<br>brea<br>k; or<br>(b)<br>at 8<br>a.m.<br>on<br>the<br>day<br>follo<br>win<br>g the<br>end<br>of<br>fall<br>brea<br>k if<br>ther<br>e is<br>no<br>scho<br>ol. |  |  |        |  |           |
| Halloween | (1)<br>Holi                                                                                                                                                                                                                                                                                                              |  |  | E<br>v |  | Odd years |

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|  | <p>day<br/>begi<br/>ns<br/>on<br/>Octo<br/>ber<br/>31st<br/>or<br/>the<br/>day<br/>that<br/>Hall<br/>owe<br/>en is<br/>tradi<br/>tion<br/>ally<br/>cele<br/>brat<br/>ed in<br/>the<br/>local<br/>com<br/>mun<br/>ity:<br/>(a)<br/>at<br/>the<br/>time<br/>that<br/>scho<br/>ol is<br/>dism<br/>isse<br/>d; or<br/>(b)<br/>at 4<br/>p.m.<br/>if<br/>ther<br/>e is<br/>no<br/>scho<br/>ol.</p> |  |  | <p>e<br/>n<br/>y<br/>e<br/>ar<br/>s</p> |  |  |
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|              | (2)<br>Holi<br>day<br>ends<br>at 9<br>p.m.<br>on<br>the<br>sam<br>e<br>day<br>the<br>holi<br>day<br>begi<br>ns.                                                                        |  |  |                                      |  |            |
| Veterans Day | (1)<br>Holi<br>day<br>begi<br>ns at<br>6<br>p.m.<br>on<br>the<br>day<br>befo<br>re<br>Vete<br>rans<br>Day.<br>(2)<br>Holi<br>day<br>ends<br>at 7<br>p.m.<br>on<br>Vete<br>rans<br>Day. |  |  | O<br>d<br>d<br>y<br>e<br>a<br>r<br>s |  | Even years |
| Thanksgiving | (1)<br>Holi<br>day<br>begi                                                                                                                                                             |  |  | E<br>v<br>e<br>n                     |  | Odd years  |

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|  | ns<br>on<br>Wed<br>nesd<br>ay<br>at:<br>(a) 6<br>p.m.<br>; or<br>(b)<br>the<br>time<br>scho<br>ol is<br>regu<br>larly<br>dism<br>isse<br>d for<br>Tha<br>nksg<br>ivin<br>g at<br>the<br>elect<br>ion<br>of<br>the<br>pare<br>nt<br>gran<br>ted<br>the<br>holi<br>day.<br>(2)<br>Holi<br>day<br>ends<br>:<br>(a)<br>upo<br>n<br>deli<br>veri |  |  | y<br>e<br>ar<br>s |  |  |
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|                                      | <p>ng<br/>the<br/>chil<br/>d to<br/>scho<br/>ol<br/>on<br/>the<br/>Mon<br/>day<br/>follo<br/>win<br/>g<br/>Tha<br/>nksg<br/>ivin<br/>g; or<br/>(b)<br/>at 8<br/>a.m.<br/>on<br/>the<br/>Mon<br/>day<br/>follo<br/>win<br/>g<br/>Tha<br/>nksg<br/>ivin<br/>g if<br/>ther<br/>e is<br/>no<br/>scho<br/>ol.</p> |  |  |                                               |  |                   |
| <p>Winter Break<br/>(First Half)</p> | <p>(1)<br/>Holi<br/>day<br/>begi<br/>ns<br/>at:<br/>(a) 6<br/>p.m.<br/>on</p>                                                                                                                                                                                                                                |  |  | <p>O<br/>d<br/>d<br/>y<br/>e<br/>ar<br/>s</p> |  | <p>Even years</p> |

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|  | the<br>day<br>on<br>that<br>scho<br>ol<br>dism<br>isses<br>for<br>wint<br>er<br>brea<br>k; or<br>(b)<br>the<br>time<br>scho<br>ol is<br>regu<br>larly<br>dism<br>isse<br>d on<br>the<br>day<br>that<br>scho<br>ol<br>dism<br>isses<br>for<br>wint<br>er<br>brea<br>k at<br>the<br>elect<br>ion<br>of<br>the<br>pare<br>nt<br>gran<br>ted<br>the |  |  |  |  |  |
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|                               | holi<br>day.<br>(2)<br>Holi<br>day<br>ends<br>on<br>Dec<br>emb<br>er<br>27th<br>at 7<br>p.m.                                                                                                                                      |  |  |                                           |  |           |
| Winter Break<br>(Second Half) | (1)<br>Holi<br>day<br>begi<br>ns<br>on<br>Dec<br>emb<br>er<br>27th<br>at 7<br>p.m.<br>(2)<br>Holi<br>day<br>ends<br>upo<br>n<br>deli<br>veri<br>ng<br>the<br>chil<br>d to<br>scho<br>ol<br>on<br>the<br>day<br>that<br>scho<br>ol |  |  | E<br>v<br>e<br>n<br>y<br>e<br>a<br>r<br>s |  | Odd years |

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|                                      | resumes after the winter break.                            |                                                                                                                                                                                                                                     |                   |            |                |            |
| Day of Child's Birthday              | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m. |                                                                                                                                                                                                                                     |                   | Even years |                | Odd years  |
| Day Before or After Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m. |                                                                                                                                                                                                                                     |                   | Odd years  |                | Even years |
| Juneteenth National Freedom Day      |                                                            | (1) Holiday begins at:<br>(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<br>(b) 9 a.m. on Juneteenth National Freedom Day if the day before | Even Years—Stacey |            | Odd Years—Chad |            |

|  |  |                                                                                                                                                     |  |  |  |  |
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|  |  | Juneteenth National<br>Freedom Day is<br>Father's Day.<br>(2) Holiday ends at 6<br>p.m. on the day<br>following Juneteenth<br>National Freedom Day. |  |  |  |  |
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22. Extended Summer Parent-time. Extended summer parent-time with each parent shall be as set forth in Utah Code Ann. §81-9-305, with each parent being entitled to designate two (2) consecutive weeks to exercise uninterrupted parent-time. The two weeks shall take precedence over all holidays except for Mother's Day and Father's Day. In other words, neither party may exercise any of their extended parent-time over a holiday that belongs to the other parent for that year. The parties shall share the responsibility to transport the children in connection with the exercise of extended parent-time, with the parent who is commencing their time with the children being responsible to pick up the children. Notice of extended parent-time dates shall be provided as follows:

- a. Commencing with the 2027 calendar year and in all odd-numbered years thereafter, Stacey shall provide written notice of her extended parent-time dates on or before May 1<sup>st</sup> and thereafter, Chad shall designate his time by May 15<sup>th</sup>.
- b. Commencing with the 2028 calendar year and in all even-numbered years thereafter, Chad shall provide written notice of his extended summer parent-time dates on or before May 1<sup>st</sup> and thereafter, Stacey shall designate her time on or before May 15<sup>th</sup>.

- c. If a parent fails to provide notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their elections take precedence.

23. Travel. When the minor children travel with either parent out of state, all of the following shall be provided to the other parent at least 30 days in advance:

- a. An itinerary of travel dates;
- b. Destination(s);
- c. Places where the minor children or traveling parent can be reached; and
- d. The name and telephone number of an available third party who would be knowledgeable of the minor children's location.

24. Romantic Partners. Neither parent shall introduce a romantic partner to the children until the relationship has been exclusive for at least six (6) months and the parent reasonably believes the relationship may become long-term. A romantic partner shall not stay overnight while the children are present until the relationship has been ongoing for at least six (6) months, unless otherwise agreed to in writing by the other parent. A parent introducing a new partner to the children shall provide the other parent with the partner's full name and date of birth and notify the other parent before the introduction takes place. If the other parent wishes to meet the new partner prior to the introduction to the children taking place, the parties shall work together to arrange a mutually agreeable date and time for that to occur.

25. Decision Making. Each parent has authority to make day-to-day decisions concerning the minor children while the children are in the care of that parent. Each parent also has authority to make emergency decisions concerning the children while the children are in the care of that parent.

a. The parties shall share all major decisions concerning their minor children's health, medical care, education, religious upbringing, and general welfare. The parties shall use the following decision-making procedure as their guide:

- i. The parties shall initially identify the issue;
- ii. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspectives;
- iii. The parties shall brainstorm all possible solutions related to that specific issue, including consulting a professional in the area of expertise (e.g. doctor, teachers, etc.); and
- iv. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the minor children, in an attempt to reach a "win-win" solution.

26. Resolving Disputes. If the parties cannot reach a mutual decision regarding the minor children, then the parties shall participate in mediation or another alternative dispute resolution process, with each party paying one-half of the associated cost. If the parties are unable to come to a consensus in alternative dispute resolution, Stacey shall have the presumptive final say. If Chad disagrees with the decision, he may seek judicial intervention

under an actual harm standard and not simply that he would have made a different decision, with the prevailing party being awarded their attorney fees and costs of court.

27. Medical Providers. The minor children shall remain with their present medical providers including those for dental and vision care unless the parties agree otherwise. The parties shall follow the recommendations of these providers unless the parties mutually agree to deviate from the recommendations.

28. Special Considerations. The parents agree that the following provisions are in the best interest of the minor children, and they agree to follow them as part of their Parenting Plan:

- a. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the minor children.
- c. Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant life events in the lives of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. Ongoing relationships between the children and a parent's extended family members shall be permitted and encouraged. Any visitation by relatives shall

take place during the parent's scheduled parent-time except as the parties can agree otherwise.

- e. The children's regular school hours shall not be interrupted for parent-time.
- f. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the minor children, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.
- g. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court order.
- h. Each parent shall notify the other parent within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which a minor child is participating or being honored, and both parents are entitled to attend and participate fully in those functions.
- i. Both parents shall have unlimited access to the minor children's school, including full access to all school reports, homework, teachers, and other school staff.
- j. Both parents shall have unlimited access to all records concerning the minor children, including medical records.
- k. Each parent shall notify the other parent immediately in the event of a medical emergency involving a minor child.
- l. Each parent shall provide the other with a current address and telephone number within twenty-four (24) hours of any change.

- m. Each parent shall enjoy telephone, video conference, email, letters, text, or other alternative forms of contact with the minor children at reasonable times and places, considering the children's bedtimes and the other parent's schedule. The children may contact the other parent at any time they desire using any method available. The children shall enjoy privacy during their virtual parent-time with the other parent. Neither parent shall interfere with or monitor virtual parent-time between the children and the other parent.
  - n. The parties shall have civil, written communication regarding the children and shall utilize telephone calls in the event of an emergency involving the minor children. Third parties including new romantic partners shall not be involved in the parties' communication regarding the children. The parties may utilize a co-parenting app in order to communicate regarding the children, with each party paying their own costs to sign up for and maintain the app.
29. Co-Parenting Principles. Stacey and Chad also adopt and agree to follow the following principles:
- a. We agree to create a new co-parenting relationship based on trust and respect.
  - b. We agree to create a cooperative co-parenting relationship.
  - c. We understand we are creating a new relationship from this point forward.
  - d. We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.



- e. We recognize that the minor children's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
- f. We agree to treat each other as we would like to be treated.
- g. We agree to be flexible to build goodwill with each other.
- h. We agree to communicate frequently regarding the best interests of the minor children and to return texts, emails, and telephone calls promptly.
- i. We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
- j. We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.
- k. In our communications, we agree to not put down or otherwise show disrespect to the other parent and maintain respectful and productive dialogue.
- l. We understand that we shall share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.
- m. We recognize that the minor children have extended family relationships and agree to accommodate our co-parent's reasonable requests to take the children to special family events.

- n. We understand that the minor children shall grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.
- o. We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.
- p. We agree that we shall focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem or issue. We understand it is helpful to share ideas and research as we work toward a resolution.
- q. We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if the child has a problem with one parent, then the child and that parent alone shall solve the problem.
- r. We agree not to use the minor children as messengers or problem solvers.
- s. We agree to allow the minor children to love both parents.
- t. We recognize that as the minor children grow older, their friends, school, and extracurricular activities shall become more significant in their lives. Consequently, it is helpful to have the children provide input to our time-sharing schedule and design ways to ensure meaningful time with both parents.

- u. We recognize that at times the minor children may not enjoy going back and forth between homes because it interrupts their lives. We agree to be supportive of the children spending meaningful time with both of their parents according to our time-sharing schedule and to enforce, encourage, and support the time-sharing schedule. If the children express a strong desire to skip a time-sharing opportunity, then the children and the parent involved shall work through the issue one-on-one and arrange substitute time wherever possible.
- v. We agree to discuss discipline and other child-rearing problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front the minor children shall feel more secure and shall not play one parent against the other.
- w. We recognize that we have strengths and weaknesses. Each parent is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the minor children by healing our feelings and choosing to be respectful to the other parent.
- x. We recognize that contention and especially litigation between us can cause the minor children to suffer emotional and behavioral problems. We agree to use our best efforts to resolve differences and solve problems without the need for litigation.

- y. We agree to be courteous and respectful when exchanging the minor children.
- z. We agree to discuss any financial issues or other significant issues away from the minor children.
- aa. We agree to provide each other with privacy during our respective scheduled parent-time and not to interrupt the other parent's time with requests for excessive virtual contact with the children or other tethering behaviors.

### **FINANCIAL SUPPORT OF THE MINOR CHILDREN**

#### **Child Support**

30. Stacey is currently unemployed but is capable of working full-time and shall be imputed with \$2,600.00 in gross monthly income for child support purposes.

31. Chad is self-employed and receives approximately \$6,830.00 in gross monthly income for child support purposes.

32. Based on the parties' incomes, and using a Joint Custody Child Support Worksheet pursuant to Utah Code Ann. §81-6-101 *et seq.*, with Stacey having 183 overnights and Chad having 182 overnights, Chad's base child obligation to Stacey shall be \$378.00 per month. Chad shall pay this amount to Stacey commencing August 1<sup>st</sup>, 2026.

33. Child support shall be paid on or before the first day of each month until (1) a minor child attains the age of eighteen (18) years or graduates from high school during their normal and expected year of graduation, whichever is later, or (2) a child dies, marries, or becomes a member of the armed force of the United States, or is emancipated in accordance with Utah Code Ann. §78A-6-801.

34. In order to collect the child support, the obligee parent shall be entitled, if he or she so chooses, to mandatory income withholding relief pursuant to Utah Code Ann. §§62A-11-401, *et seq.*, and 62A-11-501, *et seq.* Said income withholding procedure shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011 until such time as the obligor party no longer owes child support to the obligee party. Should the obligee parent elect this income withholding procedure the obligor parent shall be ordered to pay any administrative fee for such service.

35. In the event the obligee parent does not elect to exercise his or her right to collect child support by mandatory withholding through the Office of Recovery Services, the obligor parent shall be entitled to pay the support directly to the obligee parent.

36. Under Utah Code Ann. §81-6-212(5), the parties have a right to adjust a child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if the child receives TANF benefits at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

37. Under Utah Code Ann. §§81-6-212(3) and (4), the parties have a right to modify a child support order at any time by petition if there has been a substantial change in circumstances because of (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

#### Extracurricular Activity Costs

38. The parties shall be required to pay equally for the minor children's extracurricular activities so long as the activity is agreed upon in writing by both parties before a child is enrolled in the activity.

#### School Expenses

39. The parties shall be required to pay equally for the minor children's necessary and required school fees, including school lunch.

#### Car Insurance and Cell Phones

40. Beginning August 1, 2026, the parties shall share equally the cost of the minor children's car insurance and cell phone bills.

Health and Dental Insurance and Expenses.

41. The parents shall provide health and dental insurance for the medical and dental expenses of the minor children if the insurance is available to them at a reasonable cost.

42. Beginning August 1, 2026, the parents shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of health insurance. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

43. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount (the numerator) by the number of persons covered under the policy (the denominator) and multiplying the result by the number of minor children in this case who are covered by such a policy.

44. If both parties provide health and dental insurance coverage for the minor children, neither party shall be required to contribute to the premiums of the other party as long as such insurance is available and maintained by each party.

45. If, at any point in time, the dependent children are covered by the health or dental insurance plans of both parents, the most comprehensive health or dental insurance plan shall be primary. If a parent remarries and his or her dependent children are not covered by that parent's health or dental insurance plan but is covered by a step-parent's plan, the health

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.

46. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, and/or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602, *et seq.*, upon initial enrollment of the dependent children, and thereafter on or before January 2<sup>nd</sup> of each calendar year of any change of the insurance carrier, premium amount, or benefits or within thirty (30) calendar days of the date that parent knew or should have known of the change.

47. Beginning August 1, 2026, the parties shall share equally the costs of any and all non-covered medical, dental, vision, orthodontic, and mental health expenses of the minor children, including deductibles and co-payments.

48. A parent who incurs medical or dental expenses for the children shall be required to provide the other parent with written verification of the expense and payment to the other party within thirty (30) days of payment. The other party shall then reimburse the parent who has incurred the expense within thirty (30) days of receiving the payment verification. Pursuant to Utah Code Ann. §81-6-208(10), the parent who fails to comply with this requirement may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The burden of proving that such proof of expenses has been provided shall be upon the parent making the claim for reimbursement.



49. With regard to contributions from either parent, neither parent shall be required to provide coverage, contributions, or co-payments for any medical or dental procedure that is incurred primarily for cosmetic purposes without his or her express written consent. This does not include orthodontic work, contact lenses, or psychological treatment.

### **INCOME TAXES**

50. Beginning with the 2026 tax year, the parties shall be required to file separate income tax returns and equally divide the income tax exemptions for the minor children as follows:

- a. While there are three (3) children eligible to be claimed, Stacey shall claim J.C.L. and Chad shall claim E.W.L., with Stacey claiming R.D.L. in even-numbered years and Chad claiming R.D.L. in odd-numbered years.
- b. While there are two (2) children eligible to be claimed, Stacey shall claim J.C.L. and Chad shall claim E.W.L.
- c. While there is one (1) child eligible to be claimed, Stacey shall claim the child in even-numbered years and Chad shall claim the child in odd-numbered years.

51. Chad's right to claim the children for income tax purposes shall be contingent on Chad being current with all of his child-related financial obligations to Stacey by December 31<sup>st</sup> of the tax year in question, regardless of when the obligation came due and owing.

### **LIFE INSURANCE**

52. Chad shall be required to continue to maintain any current life insurance policies in place naming Stacey and the children as equal beneficiaries in the unlikely event of his death in order to maintain payment of his child support and alimony obligations.

## **PROPERTY**

### **Real Property**

53. During the course of the marriage, the parties acquired an ownership interest in a home and real property located at 9868 South 610 East, Sandy, Utah 84070 (“the Marital Home”).

54. Chad shall be awarded all right, title and interest in the Marital Home, subject to paying Stacey the sum of \$150,000.00 as and for her equity interest in the home no later than forty-five (45) days from the date of signing of the Agreement.

55. If Chad is unable to complete the equity pay-out within the time frame set forth above, the Marital Home shall be immediately listed for sale and sold, with the parties sharing equally the net sale proceeds after paying real estate commission fees and costs of sale. The home shall be listed with a mutually agreeable real estate agent and both parties shall cooperate with the agent in all respects, including signing the listing agreement, maintaining the home in good showing condition, accommodating showings, and following the agent’s advice as to listing price and accepting and rejecting offers. No offer shall be accepted without the express written permission of both parties.

### **Personal Property**

56. The parties have acquired various items of personal property during the marriage, which shall be divided as follows:

- a. Stacey shall be awarded the 2013 Mazda 3 vehicle, together with sole responsibility for any and all associated loans, insurance, taxes, registration, maintenance, and the like. Stacey shall pay off the loan associated with this vehicle no later than Friday, June 5, 2026 at 5:00 p.m. Stacey shall obtain her own car insurance no later than August 1, 2026.
- b. Chad shall be awarded the 2010 Ford F350, together with sole responsibility for any and all associated loans, insurance, taxes, registration, maintenance, and the like.
- c. The 2010 Toyota RAV4 shall be given to and titled in the name of the parties' oldest child, R.D.L., upon the child's 18<sup>th</sup> birthday.
- d. All other items of personal property have already been divided to the parties' mutual satisfaction. Each party shall be awarded the personal property in his or her possession.

#### Bank Accounts

57. The parties acquired certain bank accounts during the marriage. Each party shall be awarded the account(s) titled in their own name free and clear of any of the claim of the other.

#### Retirement/Stock/Investment Accounts

58. The parties did not acquire an interest in any retirement, stock, or investment accounts during the marriage.

### **DEBTS**

59. The parties acquired certain debts, obligation and liabilities during the marriage. Beginning August 1, 2026, the parties shall each be responsible for those debts as follows:

a. Stacey shall be solely responsible for paying the following debts:

- i. Discover credit card with an approximate balance of \$17,206.60
- ii. Amazon/Chase credit card with an approximate balance of \$928.34
- iii. Aidvantage student loan with an approximate balance of \$11,487.50
- iv. AES student loan with an approximate balance of \$5,807.00

b. Chad shall be solely responsible for paying the following debts:

- i. Disney/Chase credit card with an approximate balance of \$15,680.93
- ii. Home Depot credit card with an approximate balance of \$2,059.32
- iii. USU Credit Union (Goldenwest) credit card with an approximate balance of \$1,905.85
- iv. AES student loan with an approximate balance of \$791.32
- v. Aidvantage student loan with an approximate balance of \$1,200.90
- vi. Utah Orthodontic Care debt with an approximate balance of \$1,370.00

60. Each party shall indemnify and hold the other harmless from the debts each is ordered to pay.

61. Each party shall be required to notify respective creditors or obligees regarding the Court's division of debts, obligations or liabilities, and the parties' separate, current addresses.

### **MARITAL BUSINESS**

62. During the course of the marriage the parties acquired an ownership interest in a cabinetry and woodworking business. The business shall be awarded to Chad free and clear of any claim by Stacey, together with sole responsibility for any associated debts, obligations and liabilities.

### **TEMPORARY PAYMENT OF MONTHLY EXPENSES**

63. Until such time as alimony payments commence as set forth below, Chad shall maintain the status quo by continuing to pay Stacey's car insurance, the children's car insurance, the cell phone bills for Stacey and the children, all health insurance premiums, all out-of-pocket health care expenses for Stacey and the children, Stacey's life insurance policy, and all of the credit cards, student loan payments and orthodontia debt.

### **ALIMONY**

64. Commencing August 1, 2026, Chad shall pay alimony to Stacey in the amount of \$897 per month, for total monthly support of \$1,275 including child support. As the children emancipate, the alimony shall automatically be modified upward to maintain total monthly support at \$1,275 until the youngest child is emancipated. Beginning the month after the youngest child's emancipation, alimony shall reduce to \$900 per month and be paid by Chad to Stacey for a term of 48 months.

65. Alimony shall be paid on or before the 1<sup>st</sup> day of each month.

66. Alimony shall be paid until Stacey cohabits or remarries, either party dies, or alimony is paid for the full term of 120 months, whichever occurs first.

### **MUTUAL RESTRAINING ORDERS**

67. Each party shall be permanently restrained from saying or doing anything derogatory against the other in the presence of the minor children.

68. Each party shall be permanently restrained from harassing, annoying, or otherwise bothering the other party or their family members.

69. Each party shall be restrained from committing, trying to commit, or threatening to commit any form of violence against the other. This includes stalking, threatening, physically hurting or causing any other form of abuse.

70. All communication between the parties shall be civil.

71. Each party shall be permanently restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under the paragraphs listed above and shall have the affirmative duty to use their best efforts to prevent third parties from such violations or shall remove the children from such circumstances if they are present.

#### **NAME CHANGE**

72. Stacey shall be immediately restored to the use of her former name of “Stacey Michelle Shelton” shall she so choose.

#### **ATTORNEY FEES**

73. Each party shall pay their own costs and attorney fees incurred in connection with this divorce proceeding.

#### **COMPLIANCE WITH FINAL DECREE OF DIVORCE**

74. Both parties shall be required to sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the

Decree of Divorce to be entered by the Court in this matter, except as otherwise provided for herein. Should a party fail to execute or deliver any document within sixty (60) days of the entry of the Decree of Divorce, the other party may bring a Motion to Enforce Order and for Sanctions at the expense of the disobedient party, including reasonable attorney fees, and move the Court to order the disobedient party to execute or deliver the documents personally or to appoint a third party to sign on the disobedient party's half in keeping with Utah R. Civ. P. 70.

### **MEDIATION REQUIREMENT**

75. Prior to any petition being filed to change any provision of the final Decree of Divorce, the parties must first attempt to resolve the issue through mediation, with each party paying one-half (1/2) of the mediator's fees.

### **TEMPORARY ORDER**

76. The Agreement shall act as a temporary order until the Decree of Divorce is entered by the Court. The parties are bound by the terms of the Agreement with the same effect as an order of the Court.

**\*\*END OF DECREE OF DIVORCE\*\***

**COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE.**

**APPROVED AS TO FORM:**

/s/ Leilani Whitmer

Attorney for Respondent

\*Electronic signature affixed by counsel with permission of Ms. Whitmer via email dated 6/5/26.

### **NOTICE TO RESPONDENT**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), this Order shall be filed with the above-entitled Court seven (7) days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

DATED this 3<sup>rd</sup> day of June, 2026.

ARNOLD, WADSWORTH & COGGINS

/s/ Cobie Spevak

Attorney for Petitioner

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 3<sup>rd</sup> day of June, 2026, I caused a true and correct copy of the foregoing to be served via email to:

Leilani Whitmer

*Attorney for Respondent*

leilani@brownfamilylaw.com

/s/ Cobie Spevak