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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

**ELIZABETH HALL,
Petitioner,**

and

**ANDREW HALL,
Respondent.**

DECREE OF DIVORCE

Civil No. 254904814

Judge Stephen Nelson
Commissioner Renee Blocher

The above-captioned matter came before the Court on a *Verified Petition for Divorce*, filed September 10, 2025. Elizabeth Anne Hall (hereinafter referred to as “Elizabeth”), and Andrew Donald Hall (hereinafter referred to as “Andrew”), entered into a *Stipulation and Settlement Agreement and Parenting Plan* (the “Agreement”), filed June 17, 2026, which resolved all issues between them. The Court, having reviewed the pleadings on file, and good cause appearing therein, entered its *Findings of Fact and Conclusions of Law*. Now fully informed, the Court hereby

ORDERS, ADJUDGES, AND DECREES:

1. **Voluntary Agreement.** The parties entered into the Stipulation freely and voluntarily and did so with the advice of their counsel and the parties desire the Stipulation to be binding upon them.
2. **Jurisdiction.** The parties are both bona fide residents of Salt Lake City, Utah and have been residents of Utah for more than three months making jurisdiction and venue proper in Utah pursuant to Utah Code §81-4-402.
3. **Marriage Statistics.** Andrew and Elizabeth were married on May 6, 2012, in Salt Lake City, Salt Lake County, State of Utah. The parties separated and have been living in separate residences since February 4, 2025.
4. **Grounds.** The parties are presently married and agree that irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible, and they are both entitled to a divorce.
5. The parties will be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony existing between them, upon the grounds of irreconcilable differences. The Decree of Divorce will incorporate the terms of the parties' Stipulation.
6. **Military Service.** Neither party is in the military nor served in the military during their marriage.
7. **Minor Children.** During the marriage, three minor children were born to wit: H.H., born November 2014, El.H., born March 2017, Ev.H., born June 2022 (hereinafter referred to as the "children"). No other children are expected. The children have resided in Utah for at least six months, and no other court has jurisdiction over these children; therefore, Utah has jurisdiction over the children pursuant to Utah §78B-13-101, *et. seq.*

8. **Custody.** The parties will be awarded joint legal custody and joint physical custody of the children. Elizabeth’s residence will be the children’s principal place of residence for school purposes only. The children will continue to attend their current schools and subsequent feeder schools, unless both parties agree otherwise in writing.

9. **Basic Parent Time.** It is in the best interest of the children that the parties share parent-time pursuant to Utah Code §81-9-303. Andrew will have parent-time on Thursday, Friday, and Saturday, overnight, and Elizabeth will have parent-time on Sunday, Monday, Tuesday, and Wednesday overnights for a 6/14 overnight split. When school is in session, the parties will exchange the children at school. When the children are not in school, the parties will exchange the children at the other party’s home at 4:30 pm. The basic parent time schedule is illustrated as follows:

	MON	TUES	WED	THURS	FRI	SAT	SUN
Each Week:	MOM	MOM	MOM	DAD – after school or 4:30 pm if no school – dad picks up	DAD	DAD	MOM @ 7 pm – mom picks up

10. **Holiday Parent-Time.** The parties will cooperate to share holiday time as they can agree; if they cannot agree, then they will adopt Utah Code §81-9-303 with Elizabeth identified as the custodial parent for purposes of holiday time only. If a holiday falls on a regularly scheduled school day, the party exercising parent-time will be responsible for the children’s attendance at school for that school day. The holiday parent-time calendar is included for reference as follows:

Holiday	Holiday Time Period	Years	Years
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		Andrew is Granted Holiday	Elizabeth 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 child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	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 child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted	Even years	Odd years

	the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
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.	All years if custodial 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.	All years if custodial 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.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed;	Odd years	Even years

	or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
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 child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on	Even years	Odd years

	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.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Odd years	Even years
Day of 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 Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

11. Summer Parent-Time. Each party will be allowed to have up to two weeks of extended parent-time with the children during the summer, which may be consecutive. Each party will provide notification to the other party of the party's plans for exercising parent-time for summer break. In odd-numbered years, Elizabeth will provide notice to Andrew of her summer parent-time block by May 1st and Andrew will provide notice to Elizabeth of his summer parent-time block by May 15th. In even numbered years, Andrew will provide notice to Elizabeth of his summer parent-time block by May 1st and Elizabeth will provide notice to Andrew of her summer parent-time block by May 15th. If either party fails to provide notification within these time periods, the complying party may determine the schedule for summer break for the non-complying party. If both parties fail to provide notice within these time periods, the first party to provide notice may determine the schedule for summer break for the other party after May 15th.

12. Communication. The parties will utilize Our Family Wizard as the mandatory and exclusive platform for all non-emergency communication regarding the children, parent-time,

scheduling, expenses, reimbursements, and all other matters arising from the Stipulation. Each party will pay for setup and maintenance of their own Our Family Wizard account.

a. Emergency communications will be made via telephone or text message and will be followed up in writing via Our Family Wizard within 24 hours.

b. All messages received via Our Family Wizard will be responded to within 24 hours of receipt.

c. Communication via Our Family Wizard will be between the parties only and will not involve third parties. Communication will be brief, civil, respectful, and limited to the children and matters arising from the Stipulation.

d. Failure to respond to a message sent via Our Family Wizard within 24 hours or failure to use Our Family Wizard as the exclusive platform for non-emergency communication, or failure to communicate in a civil and respectful manner will constitute violation of the Stipulation and may be raised in any enforcement proceedings.

13. **Counseling.** H.H. is currently participating in therapy and will continue working with her current therapist unless otherwise recommended by the therapist, agreed to by the parties in writing, or ordered by the Special Master. It is anticipated that El.H. will begin occupational therapy in the fall of 2026.

a. Neither parent will unilaterally begin, terminate, suspend, or change any child's therapy, counseling, or occupational therapy services without the agreement of the other parent, the recommendation of the treating provider, or order of the Special Master.

b. If either parent believes that any child would benefit from new or additional therapy services, the parents will confer in good faith and work together to select an appropriate provider who is well-suited to the child's needs. Neither parent will have presumptive authority to select a therapist or provider over the objection of the other parent.

c. Each parent may communicate with the child's therapist or provider regarding the child's needs, progress, and any concerns the parent may have, subject to the therapist's clinical judgment and professional boundaries. Each parent may participate in therapy only as recommended or directed by the therapist or provider.

d. The therapist or provider will determine the appropriate frequency of treatment, the nature and scope of parental involvement, and whether continued treatment is clinically recommended. Neither parent will remove a child from therapy or interfere with the child's treatment except upon the therapist's recommendation, written agreement of the parties, or order of the Special Master.

14. Parenting Plan. The parties will adopt the following parenting plan:

a. The objectives of this parenting plan are to: (a) provide for the children's physical care; (b) maintain the children's emotional stability; (c) provide for the children's changing needs as they grow and mature in a way that minimizes the need for future modifications to the parenting plan; (d) set forth the authority and responsibilities of each party with respect to the children consistent with definitions outlined in Utah Code §81-9-203; (e) minimize the children's exposure

to harmful parental conflict; (f) encourage the parents, where appropriate, to meet the responsibilities to their children through agreements in the parenting plan rather than relying on judicial intervention; and (g) protect the best interest of the children.

b. The parents will cooperate to promote the following goals: maintaining a loving, stable, consistent, and nurturing relationship with the children, attending the daily needs of the children, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of each child and that are within the social and economic circumstances of the family; attending to adequate education for the children, including remedial or other education essential to the best interests of the children; assisting the children in developing and maintaining appropriate interpersonal relationships; exercising appropriate judgment regarding the children's welfare, consistent with their developmental level and family social and economic circumstances; providing for the financial support of the children; and maximizing the continuity and stability of each child's life.

c. The parents will be entitled to alter their parent-time schedule as they mutually agree, and such changes are preferable to seeking judicial resolution of issues. In developing and coordinating schedules, the parents will be guided by the objectives of allowing each parent to develop and maintain a meaningful relationship with each child, providing the children with a stable environment, accommodating the children's school and other schedules, and cooperating to

accommodate both parents' employment schedules. Special consideration will be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or in the life of either parent which may inadvertently conflict with the regular parent-time schedule, although neither parent will be permitted to intrude upon the other parent's parent-time without a written agreement.

d. Parental care is preferable to surrogate care. Each parent will be afforded the first right of refusal to provide parental care for the children during the other parent's regularly scheduled parent-time if the other parent is unavailable to personally provide parental care for an overnight period, so long as the parent who wishes to exercise the right of first refusal provides all transportation. Each parent will be under an affirmative obligation to give the other parent at least 72 hours advance notice through Our Family Wizard if he or she is unable to personally provide parental care for the children overnight, and the other parent will be under affirmative obligation to respond promptly to such offers. Scheduling a sleepover with the children's extended family and/or peers does not trigger the right of first refusal. Both parents will be reasonable, cooperative, and communicative, respecting the right of first refusal.

e. Each parent will have free and open access to all information regarding each child, including medical records, school records, mental health records, ecclesiastical records, etc. This means, among other things, that both parents will

be fully entitled to contact the children's school, doctors, therapists, daycare providers, church leaders, etc. to obtain information about each child.

f. The parents will notify one another within 24 hours (or as soon as possible) of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored (unless the parents both receive notification directly and each parent will be able to obtain any such information directly) and both parents will be entitled to attend and participate fully.

g. The parents will use their best efforts to communicate and share information with each other, whenever necessary, to convey information via Our Family Wizard regarding the children's emotional needs, accomplishments, and other information appropriate to share with the other parent.

h. Communication will be between the parents only and will not involve third parties. Communication between the parents will be brief and succinct regarding the children, their needs and/or parent-time changes. The parents will utilize Our Family Wizard to communicate with each other regarding the children. Any message received through Our Family Wizard will be responded to within 24 hours.

i. Each parent will provide the other parent with his or her current address, telephone number, and email address, and notify the other parent of any changes to his or her current address, telephone number, or email address within 24 hours of any change.

j. Each parent will provide all surrogate care providers with the name, current address, and telephone number of the other parent, and to provide the other parent with the name, current address, and telephone number of all surrogate care providers.

k. The parents will minimize the children's exposure to parental conflict. Child exchange times will be without tension or contention for each child's benefit. The parents will be courteous and respectful when exchanging the children, and defer discussing any disputes until a time and place outside of the children's presence.

l. The parents will be prohibited from directly or indirectly using any of the children as a means of communicating with each other or otherwise placing any of the children in the middle of any disputes between the parents.

m. The parents will be prohibited from disparaging one another to any of the children or in the presence of any of the children or allowing others to do the same. The parents will not make negative remarks about each other in front of the children and will not tolerate negative remarks made by others. Each parent will be required to remove the children from the presence of any third party who is disparaging the other parent to the children, or in front of the children.

n. Neither parent will expose the children to inappropriate adult materials or transient romantic relationships or illegal drugs, domestic violence or individuals who are impaired by alcohol or drugs.

o. Each parent will be entitled to reasonable, unmonitored, and uncensored telephone, text message, email, and webcam contact with the children when they are with the other parent, provided the contact is not particularly time-consuming nor intrusive upon the other parent's parent-time. Any phone calls or webcam sessions will be mutually agreed-upon dates and times.

p. The parents will share the obligation to transport the children for parent-time. The parent who is to begin parent-time will retrieve the children from the other parent's home, or from school or childcare. When dropping off or picking up the children for parent-time, the parents will park curbside, or at the end of the driveway, in full view of the other parent's front door so that the children can see their parent is there to pick them up and the parents can observe the children getting into the other parent's car safely.

q. Neither parent will transport the children or exercise parent-time if he or she is impaired by alcohol or drugs. A stepparent, grandparent, or other responsible adult designated by either parent may pick up the children for parent-time if the other parent is aware of the individual's identity and will be with the children by 7:00 p.m. on the same day.

r. For emergency purposes, whenever the children travel with either parent, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location.

s. Either parent may travel outside the state of Utah, so long as they give the other parent written notice at least two weeks in advance for out-of-state travel. If travel with the children is required due to an emergency, the parent intending to travel with the children will provide the other parent with the required travel information immediately upon obtaining the information.

t. If either parent relocates more than 150 miles from their current residence, the parents will adopt the relocation statute pursuant to Utah Code §81-9-209. Each parent will be obligated to provide the other parent a minimum of 60 days' advanced written notice if he or she plans to move out of the state or more than 75 miles from Salt Lake County, Utah.

u. Each parent will maintain safe and appropriate sleeping and living accommodations for each child during that parent's parent-time. Each child will have their own bed that is suitable for the child's age and size, such as a standard child bed or twin bed. Neither parent will co-sleep with any of the children. For the parties' youngest child, both parents will transition the child from a crib to his own bed no later than the start of the 2026–2027 school year.

v. The parties will not request the children to surveil the other parent or photograph the other parent's home.

w. The parent with the children in his or her care will be responsible for ensuring the children's homework and school projects are complete and for transporting the children to and from school on time or to the other parent.

15. Day-to-Day Decisions.

- a. Each parent will make decisions regarding the day-to-day care and control of the child while residing with that parent. Either parent may make emergency decisions affecting the health or safety of the child.
- b. Both parents will have full access to school, daycare, medical, and other child records. Both parents will be listed as emergency contacts on all such records.
- c. The parties will make a good faith effort to notify each other within 24 hours of setting up a school or medical/health or other such appointments for the child, and both parents will be entitled to attend and participate fully.
- d. Both parents will have equal and independent authority to confer with and attend appointments for the child's school, preschool, daycare, therapy, doctor/dental appointments, and other programs regarding the child's educational, emotional, and social progress.

16. **Major Decisions.** In the spirit of the parties' joint legal custody arrangement, the parties recognize the importance of cooperative parenting. The parties will implement this decision-making process to make decision-making a collaborative approach. The parties will consult with one another and endeavor to reach agreements on the following major issues: medical, dental care and orthodontia, psychological treatment and counseling, and education. Except in situations requiring emergency (ex parte) orders to protect the child, both parties will be required to take the following steps to resolve disputes about significant decisions:

- a. **Step 1:** Attempt to solve any dispute between them civilly before resorting to any other process. The parties will have a civil and polite conversation via the Our Family Wizard co-parent app.
- b. **Step 2:** Confer with or solicit the assistance of someone with expertise in the area of the dispute, such as the child's healthcare providers, schoolteachers, etc. There will be a rebuttal presumption that the parties will follow or adopt the recommendation of the children's healthcare provider if they disagree on a healthcare issue, and educators if they disagree on an education decision.
- c. **Step 3:** If the parties are unable to reach an agreement after completing steps #1 and #2, the disputed issue will be given to the Special Master, who will have the authority to make the decision.
- d. **Step 4:** Either party will have the right to seek judicial review of the Special Masters's Decision.

END OF PARENTING PLAN

17. **Child Support.** Child support will be paid by Andrew to Elizabeth on a joint custody worksheet with Andrew having 157 overnights and Elizabeth having 208 overnights per year. Andrew's gross monthly income is \$4,096. Elizabeth's gross monthly income is \$9,109. Based on the parties' incomes on a joint physical child support worksheet, Andrew will pay Elizabeth \$67 per month in child support. Child support will be paid in one lump sum by the 5th of each month or in two equal, 50% sums with the first payment paid on or before the 5th of each month and the second on or before the 20th of each month. Andrew will pay Elizabeth by electronic payment, meaning Zelle or Venmo or any other mutually agreed upon method. Child support will

be modified, calculated, and paid pursuant to all provisions of the Utah Child Support Act, Utah Code §81-6-202, *et. Seq.*

18. Medical/Dental Expenses. In accordance with Utah Code §81-6-208, insurance for the medical and dental expenses of the children will be provided by the party who can obtain the best coverage at the most reasonable cost. At this time Andrew is the party who provides health insurance and will continue to do so if it is the best policy at the best cost for the children. The parties may elect to each insure the children if that will benefit them and if so, each party will solely pay for his or her own premium; otherwise, the parties will equally share one-half share of the cost of the premium paid by the party providing the insurance and it may be added or subtracted from the child support obligation. Any calculation of children's portion of the premium will be made pursuant to Utah Code §81-6-208. Currently, the children's portion of the premium is \$214.86, and each party is responsible for \$107.43 per month. The parties will submit health insurance premium reimbursements, offset by child support payments via Our Family Wizard by the 5th of each month.

a. The parties will share all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the children. The party who incurs an expense will pay for it upfront and provide verification of the expense and its payment to the other party within 30 days of incurring the expense. Verification of any out-of-pocket expense may be sent via a photo through text message or email. The party receiving verification will then have 30 days to reimburse his or her one-half share of the out-of-pocket or uninsured cost.

b. If, at any point in time, the children are covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of the party with the best insurance will be primary coverage for the children and the health, hospital, or dental insurance plan of the other party will be secondary coverage for the children. If a party remarries and the children are not covered by that party's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent will be treated as if it is the plan of the remarried party and will retain the same designation as the primary or secondary plan of the children. The parties may change the primary/secondary designation if the other party obtains health insurance that is superior and less expensive than the original primary designee's insurance.

c. In addition to any other sanctions provided by the court, a party incurring medical expenses will be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with a timely exchange of receipts/verification of the expenses for reimbursement.

19. Elizabeth will obtain her own separate health insurance coverage, independent of Andrew's employer-sponsored plan, within 30 days of the entry of the Decree of Divorce. In the event Elizabeth fails to obtain her own separate health insurance coverage within 30 days of the entry of the Decree of Divorce, Andrew will have the right to remove Elizabeth from his employer-sponsored plan without further notice or obligation.

20. **Childcare.** The parties are currently using work related childcare and per Utah law, the

parties will equally share the expense. In addition, each parent will be civil and courteous with the childcare providers and help transition the children to and from daycare without additional anxiety or conflict. The party requiring childcare will immediately provide the other party with the identity and full contact information of the childcare provider. The incurring party will provide verification and payment of the expense in writing within 30 days of incurring any expense. Verification of any childcare expense may be sent via Our Family Wizard. The party receiving the verification then has 30 days to reimburse his or her one-half share of the expense. In addition to any other sanctions provided by the court, a party incurring childcare expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expense if the party incurring the expense fails to provide verification of the expense and payment timely.

21. **Extracurricular Expenses/School Expenses.** The parties will share the children's extracurricular expenses, lessons, summer camps, school expenses such as dances, fees, books, and other expenses as they can agree in advance in writing. The parties will first advise each other in advance of the costs so a party is not obligated for an excessive or unreasonable expense, but otherwise the parties will support the children in extracurricular, school, and sports opportunities equally so long as they can do so. The party who incurs an agreed upon extracurricular expense will pay for it and then provide the verification of the expense and its payment to the other party within 30 days of incurring the expense. Verification of any extracurricular and/or school expense may be sent via Our Family Wizard. The party receiving verification will then have 30 days to reimburse his or her one-half share of the cost. In addition to any other court sanctions, a party incurring extracurricular expenses will be denied the right to

receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with a timely exchange of receipts/verification of the expenses for reimbursement or disregards the wishes of the other party when incurring an expense, or who fails to obtain reasonable consent prior to incurring the expense.

22. **Alimony.** No alimony will be awarded to either party. Each party forever waives and bars any claim for alimony against the other party now and in the future regardless of any change in circumstances.

23. **Debts.** Each party will be solely responsible for all debts, obligations, and liabilities incurred in his or her own name, whether incurred before, during or after the marriage. Each party will defend, indemnify, and hold the other party harmless from any and all claims, obligations, costs, expenses, damages, judgments, and liabilities (including reasonable attorney fees) arising from or relating to any debt, obligation, or liability assigned to or assumed by that party under the Stipulation.

24. **Real Property.** Elizabeth will be awarded the marital home, located at 205 E. White Spruce Cove, Sandy, Utah 84070 (hereinafter referred to as the "marital home"), subject to the terms and conditions set forth in the Stipulation.

a. Elizabeth will assume all debt, liability, and obligation associated with the marital home, including but not limited to the mortgage, property taxes, homeowner's insurance, HOA fees (if any), utilities, maintenance, and all other expenses.

b. Elizabeth will immediately work to obtain a loan assumption, which will be completed within 90 days from the entry of the Decree of Divorce, removing

Andrew's name from the mortgage entirely. Andrew will cooperate to execute a Quit Claim Deed once a loan has been secured and he will sign any necessary paperwork for the assumption or any refinance including the Quit Claim Deed as part of the assumption and/or refinance process and a qualifying loan has been approved.

c. If Elizabeth is unable to obtain a loan assumption within 90 days following the entry of the Decree of Divorce, Elizabeth will have the ability to refinance the mortgage. Elizabeth will be obligated to complete the refinance within 180 days from entry of the Decree of Divorce, removing Andrew's name from the mortgage entirely. Andrew will cooperate in the refinance process by signing any necessary paperwork and cooperate to sign a Quit Claim Deed as part of the refinance process once a qualifying loan has been approved.

d. Upon successful completion of the assumption or the refinance, Elizabeth will pay Andrew \$15,000 as a one-time property settlement payment representing Andrew's equity share in the marital home. Said payment will be made within 30 days of the assumption or the refinance closing date.

e. If Elizabeth fails to complete either the assumption or the refinance within the timeframe/deadlines set forth above, the marital home will be immediately listed for sale on the open market, and will remain on the market until the property is sold.

f. In the event the marital residence is sold, Joe Gordon will serve as the listing agent. The parties will cooperate with Joe Gordon and will follow his

professional recommendations regarding the preparation, listing, marketing, and sale of the residence, including recommendations concerning necessary or appropriate repairs, improvements, staging, cleaning, listing price, price reductions, offers, counteroffers, and terms of sale.

g. The parties will confer in good faith regarding the cost of any recommended repairs or improvements and whether those costs are financially feasible in light of the anticipated equity distribution. Unless otherwise agreed in writing or ordered by the Special Master, the parties will contribute to the cost of approved repairs or improvements in proportion to their respective shares of equity in the residence.

h. The parties will follow the realtor's professional recommendation regarding the initial listing price of the marital residence and any subsequent price adjustments reasonably necessary to obtain the highest reasonable sales price within a commercially reasonable time.

i. The Special Master will resolve any disputes related to the sale of the residence, including but not limited to disputes regarding preparation of the property for sale, repairs or improvements, payment of sale-related expenses, access to the property, listing price, price reductions, acceptance or rejection of offers, counteroffers, final sales price, closing terms, and any other issue necessary to complete the sale.

j. Upon sale of the marital home, each party will receive one-half of the net proceeds remaining after the satisfaction of the mortgage, real estate

commissions, closing costs, and all other costs and expenses associated with the sale. In the event of the sale and equal division of the net sale proceeds, the parties will divide their respective retirement accounts via QDRO as set forth herein.

k. Pending her assumption or refinance of the underlying mortgage, or pending sale of the property, Elizabeth will continue to be solely responsible for the mortgage, property taxes, homeowner's insurance, HOA fees (if any), utilities, maintenance, and all other expenses associated with the marital home, and will maintain the property in good condition.

l. Elizabeth will defend, indemnify against liability, indemnify against loss, and hold Andrew harmless from any and all obligations, claims, costs, expenses, damages, judgments, and liabilities (including reasonable attorney fees) arising from or related to the mortgage, property taxes, homeowner's insurance, HOA fees (if any), utilities, and all other obligations and expenses associated with the marital home from the date of the Decree of Divorce forward, until such time as Andrew's name is removed from the mortgage by refinance or the property is sold and the mortgage is fully satisfied.

m. Both parties will execute all documents reasonably necessary to effectuate the transfer, refinance, or sale of the marital home, including but not limited to quit claim deeds, warranty deeds, title transfer documents, listing agreements, purchase agreements, and closing documents, within 10 business days of a written request by the other party or their counsel.

n. Failure to execute any document required above within the time specified

will constitute grounds for contempt of court and the non-compliant party will be solely responsible for all attorney fees, court costs, and expenses reasonably incurred by the other party to compel compliance.

o. In the event either party fails to cooperate with the refinance process, including but not limited to providing required financial documentation, attending closings, or signing documents, such failure will be treated as a refusal to refinance and will trigger an enforcement action, including the possibility of attorney fees being awarded.

25. Vehicles. Each party will be awarded his or her own vehicle, free and clear of any claim by the other party, without offset, credit or adjustment. Both vehicles are paid off and free of any liens or encumbrances. The parties will cooperate to re-title any jointly titled vehicle in the name of the party to whom it is awarded and to obtain separate automobile insurance within 30 days of the entry of the Decree of Divorce.

26. Personal Property. The parties have divided their personal property to their mutual satisfaction. Each party will retain all personal property currently in his or her possession, free and clear of any claim by the other party. No further division of personal property will be required.

27. Bank Accounts. Each party will be awarded his or her own separate bank account(s) free and clear of any claim by the other party, including all funds on deposit as of the date of the Decree of Divorce.

28. Retirement Accounts. Each party will be awarded the retirement and investment accounts held in his or her respective name as of the date of the Decree of Divorce, free and clear

of any claim by the other party as follows:

- a.** Andrew will be awarded the Comcast Corporation retirement account held through Fidelity and two additional Fidelity accounts.
- b.** Elizabeth will be awarded the T. Rowe Price retirement account for Intermountain Health and her University of Utah Health Systems retirement account.
- c.** Each party retains his or her respective accounts without offset, credit, or adjustment of any kind. No offset between retirement account values and any other asset or obligation under the Stipulation has been made or will be implied.
- d.** Notwithstanding the foregoing, in the event of the sale of the marital home as set forth herein, the parties' retirement accounts will be equalized as of the date of entry of the Decree of Divorce. Each party will retain his or her own retirement accounts, subject to an equalization transfer from Andrew's Comcast retirement account in the amount necessary to ensure that each party receives one-half of the combined marital value of the parties' retirement accounts as of the date of entry of the Decree of Divorce. The parties will retain attorney David Hunter to prepare any Qualified Domestic Relations Order, Domestic Relations Order, or other retirement division order necessary to accomplish the equalization transfer from Andrew's Comcast retirement account. Mr. Hunter's fees and costs will be equally shared by the parties.

29. Taxes. For the 2026 tax year the parties will file their federal and state income tax returns separately and claim dependents as outlined below.

30. **Dependency Exemption.** Elizabeth will claim all three children for tax year 2025, Andrew will claim all three children for tax year 2026. Beginning in 2027, Andrew will claim H.H. as a dependent in all years. Elizabeth will claim El.H. as a dependent in all years. The parties will alternate claiming Ev.H. as a dependent, with Elizabeth claiming Ev. in odd-numbered years and Andrew claiming Ev.H. in even-numbered years. Each party will execute IRS Form 8332 (Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent) or any successor form as may be required to effectuate the dependency exemption allocation set forth herein, within 10 business days of written request by the other party. Each party will defend, indemnify, and hold the other party harmless from any and all tax liabilities, penalties, interest, and costs (including reasonable attorney fees) arising from or relating to that party's failure to comply with the tax provisions as set forth in the Stipulation.

31. **Life Insurance.** Each party will maintain his or her current life insurance policy in full force and effect or obtain a life insurance policy available through their respective employment, naming the children as beneficiary and the other party as the Trustee, so long as there are support obligations under the Stipulation. The parties' obligation to maintain life insurance for the children's benefit will terminate when all the following conditions have been met: (a) all child support obligations under the Stipulation have terminated; and (b) all children have reached 18 years of age or have graduated from high school with their expected graduating class, whichever occurs later.

32. **Mutual Restraining Order.** Both parties will be mutually restrained from harassing and threatening the other party. The parties will not enter or go to the residence of the other party without permission from that party. Both parties will be mutually restrained from allowing third

parties to do what they themselves are prohibited from doing under this paragraph and will have the affirmative duty to use his or her best efforts to prevent third parties from such violations or will remove the children from such circumstances.

33. Neither party will use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

34. **Family Name.** Elizabeth will be restored the use of her family name, Elizabeth Anne Cromar, if she desires.

35. **Other Provisions.** If either party owns a life insurance policy or an annuity contract and no changes are made to the policy, then the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract unless they subsequently change those designations through their providers.

36. Pursuant to Utah Code §15-4-6.5 the parties are advised:

a. On the entering of a Decree of Divorce or separate maintenance of the joint debtors in contract, the claim of a creditor remains unchanged unless otherwise provided by the contract or until a new contract is entered into between the creditor and the debtors individually.

b. In addition to the creditor's duties as a secured party under Title 70A, Chapter 9a, Uniform Commercial Code – Secured Transactions, and the creditor's duties as a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Sections 81-9-302 or 81-4-204 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly

advised of the separate, current addresses of the debtors either by the court order or by other written notice, will provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.

c. Except as provided in Subsection (3)(b), a creditor may continue to make negative credit reports of joint debtors under Section 70C-7-107 and may report the repayment practices or credit history of joint debtors under Title 7, Chapter 14, Credit Information Exchange.

d. With respect to a debtor who is not ordered by the court under Sections 81-9-302 or 81-4-204 to make payments on a joint obligation, no negative report under Section 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required under Subsection (2), unless the creditor has made a demand to the debtor for payment because of the failure to make payments by the other debtor, who is ordered by the court to make the payments.

37. **Attorney Fees and Costs.** In the event either party fails to comply with any term or provision of the Stipulation, the non-compliant party will be solely responsible for all attorney fees, court costs, and expenses reasonably incurred by the other party in enforcing compliance. This attorney fee shifting provision will apply to all enforcement actions, including but not limited to motions for contempt, motions to compel, motions for specific performance, and motions for sanctions. The prevailing party in any enforcement action arising under the Stipulation will be entitled to an award of attorney fees and costs as a matter of right, not

discretion. The court will award reasonable attorney fees and costs to the prevailing party in any such action.

38. Indemnification and Hold Harmless. In addition to the specific indemnification provisions set forth elsewhere in the Stipulation, the parties will defend, indemnify, and hold harmless from any and all claims, obligations, losses, damages, costs, and expenses (including attorney fees) arising from:

- a.** The mortgage on the marital home from the date of the Decree of Divorce forward, as more specifically set forth above.
- b.** Any debts, obligations, or liabilities assigned to or assumed by the parties under the Stipulation.
- c.** Any unauthorized use of the other party's name, credit, identify, or personal information.
- d.** Any tax liability arising from either party's failure to comply with the tax provisions of the Stipulation.

39. Specific Performance and Document Execution. Both parties will be obligated to execute all documents reasonably necessary to effectuate the terms of the Stipulation within 10 business days of written request by the other party or their counsel. Documents subject to this provision include but are not limited to: quit claim deeds, warranty deeds, title transfer documents, refinance documents, loan documents, insurance enrollment and disenrollment forms, QDRO waivers, IRS Form 8332, beneficiary designation forms, vehicle title transfer documents, and any other documents required. Failure to execute any required document within the time specified will constitute grounds for contempt of court and specific performance, and

the non-compliant party will be solely responsible for all attorney fees, court costs, and expenses reasonably incurred by the other party to compel compliance.

40. **Mediation.** If future disputes arise related to the party's Decree of Divorce or parent-time, the parties will engage in mediation before litigation and will equally share the mediation costs.

41. **Final Documents.** Andrew's attorney will prepare the findings, decree and other final documents for entry of the divorce.

42. Both parties will sign whatever documents are necessary to transfer titles and quit claim deeds or any other documents necessary.

43. **Special Master.** Counsel for the parties will collaborate in good faith to prepare and agree upon the form and substance of an Order Appointing Special Master to be submitted to the Court for review and signature. The Special Master Order will appoint Todd W. Wetsel to serve as Special Master pursuant to the authority set forth in the Order. Upon entry of the signed Special Master Order, Mr. Wetsel will circulate his standard Special Master Retainer Agreement to the parties and counsel. The Retainer Agreement will provide for Mr. Wetsel's hourly rate of \$250 per hour, Kori Wetsel's hourly rate of \$150 per hour for co-parent coaching services, and an initial retainer of \$2,000 per party. Fees will be equally shared subject to reallocation by the Special Master or the court. Each party will be responsible for timely signing the Retainer Agreement and paying their respective retainer. The Special Master process will not begin, and Mr. Wetsel and Ms. Wetsel will not be required to perform any services, until the signed Special Master Order has been entered by the Court, the Retainer Agreement has been signed by the parties, and both parties have paid their required retainers.

END OF DECREE OF DIVORCE

**** Entered by the Court on the Date and as Indicated by the Court's Seal at the Top of the First Page****

Approved as to Form:

/s/ David J. Hatch _____
David J. Hatch
Attorneys for Elizabeth Hall,
Electronically signed by Melissa M. Bean
with permission from David J. Hatch on
June 29, 2026

RULE 7 NOTICE

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

Dated this 24th day of June 2026.

BEAN FAMILY LAW

/s/ Melissa M. Bean
Melissa M. Bean
Attorney for Andrew Hall

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served a true copy of the foregoing **DECREE OF**

DIVORCE to be delivered to the following:

David J. Hatch
Jess Couser Family Law, LLC
Attorneys for Elizabeth Hall
136 S. Main Street, Suite A300
Salt Lake City, Utah 84101
Via the court's electronic filing system.

DATED this 29th day of June 2026.

/s/ Liberty Tucker
Liberty Tucker
Paralegal to Melissa M. Bean