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**DISTRICT COURT OF THE STATE OF UTAH
THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY**

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
GLEN A. GARRICK,	Civil 234907032
and	Honorable James Gardner
JENNIFER GREENE GARRICK.	Commissioner: Renee Blocher

THIS MATTER having come before the Court based upon the Stipulation and Settlement Agreement executed by Petitioner (Father) and Respondent (Mother), before the Honorable James Gardner; Respondent having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of M. Tyler Olsen, attorney for Petitioner, and good cause appearing therefor,

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between Petitioner, GLEN A. GARRICK, and Respondent, JENNIFER GREENE GARRICK, be and the same are hereby dissolved.

2. Residency: Father is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.
3. Marriage Statistics: The parties were married September 18, 2011 Vancouver, BC, Canada and are presently married.
4. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
5. Children. The following are minor children of the parties:

Name	Date of Birth
Brooks Garrick	11/2013
Dawson Garrick	2/2016

PARENTING PLAN

6. Custody/Parent time. The parties are awarded joint custody of their minor children with Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Mother	Mother	Father	Father	Father
Week 2	Father	Father	Father	Father	Mother	Mother	Mother

- a. The parties shall have 50/50 custody such that each parent receives one week with the exchange occurring on Friday after school or 9:00 a.m., if during the school year and school is not in session. Exchanges will occur at 5:00 pm during summer breaks. The parties shall cooperate to plan their children's time-sharing schedule based on the following principles:
- b. Summer-time. The parties' extended summer parent-time shall be equally divided, with Father being awarded the first half of the minor children's

summer break and Mother being awarded the second half of the minor children's summer break. The parties shall be ordered to exercise the holiday schedule as outlined below during the summer break. The parties shall be flexible by allowing the minor children to have contact with the other party during their respective portion of the minor children's summer break.

- c. In order to maintain a 50/50 joint physical custody arrangement, the parties shall live within 15 miles of the marital residence. Should either parent move more than 15 miles, then the parties shall return to mediation to discuss a new parent time schedule. If the parties are unable to come to an agreement at mediation, then the parties shall submit this issue to the court for a determination.
- d. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before the scheduled holiday until school resumes, with drop off to school
Father	Mother	President's Day after school on the Friday before the scheduled holiday until school resumes, with drop off to school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Memorial Day after school on the Friday before the scheduled holiday until school resumes, with drop off to school.
Mother	Father	Last Day of School Pickup from school on the last day of school until 9 am the following morning.
Mother	Father	July 4 9 a.m. the day before holiday to the day after

		at 6 p.m.
Mother	Father	First Day of School the prior evening at 5 pm until drop off at school for the first day.
Mother	Father	Labor Day after school on the Friday before the scheduled holiday until school resumes, with drop off to school
Mother	Father	Canadian Thanksgiving (Columbus Day) from after school on the Friday prior to the second Monday in October until Tuesday morning with drop off to school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Halloween after school to 10:00 p.m. or if school is not in session 4 p.m. to 10 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Christmas Vacation , beginning December 27 at 7 p.m. and ending the day school resumes with drop off to school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session*
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	Easter (if not included in Spring Break) after school on the day school lets out to the day before school resumes at 3 pm.
Father	Father	Father's Day. 7:00 pm on the day before with a drop off at school if school is in session or at 9:00 am on Monday.
Mother	Mother	Mother's Day 7:00 pm on the day before with a

		drop off at school if school is in session or at 9:00 am on Monday.	
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* This provision is only in place if the party whom is designated the day before/day after the children’s birthday does not already have one of these days due to their normally scheduled parental time.

7. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child’s school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, and discretionary medical treatment, and religious training shall be mutually agreed to by both parties. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical. The parties will continue to use Family First Pediatrics as the pediatrician for the children and specialists that their pediatrician recommends when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement they shall abide by the recommendation of the attending doctor. Father will be responsible for scheduling the periodic dentist, orthodontist, flu-shots and eye appointments. Mother will be responsible for scheduling the annual health check-up appointments.

i. Both parties shall be notified regarding scheduled medical, dental, eye or psychological appointments and these appointments times put in the Our Family Wizard calendar within 48 hours of the appointment being made. The party that is making the appointment shall attempt to book these appointments during their parenting time unless the other parent confirms they are available and willing. Both parties will be permitted

to attend all activities and appointments of the children. The parties shall notify the other parent of significant illnesses involving the children and of any information relating to the children's medications or treatment plan.

ii. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

b. Educational Plan. The children shall continue to attend Eastlake Elementary School and the associated feeder schools. As long as Father resides in Daybreak, Father's residence shall be the primary residence for determining school placement. In the event neither party resides in Daybreak, and the children are unable to attend schools in Daybreak, then in that event Mother's residence shall be the primary residence for determining school placement. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators. Only significant others, with whom the parties have been in a committed, consistent and cohabiting relationship for a period of six (6) months, shall be allowed to attend Parent and Teacher meetings or be listed on school emails and records.

c. Religion: The child shall be able to attend services with the respective parent on their parent time.

8. Relocation. If either party moves more than 15 miles from the marital residence, the parties will be bound by the 60-day notice requirements of Utah Code Annotated § 81-9-209.

9. Our Family Wizard. The parties will exchange receipts, calendar events and any updates to the children's calendars through Our Family Wizard. The parties will not use their children to deliver messages. Communication regarding the children will be accomplished over email to both parents preferred personal email address. The parties will use text or phone contact only for emergencies and changes on the day of exchange or when an answer is required within 24 hours. Our Family Wizard must be started and utilized within 30 days of the decree being signed by the judge. The parties should respond within 48 hours of any communication. The parties will not use Our Family Wizard to harass or annoy the other parent. All communication should be civil and limited to issues regarding the child.
10. Contact with Extended Family Members: In the unfortunate death of either party, the surviving parent will ensure that the children have contact with the deceased parent's extended family for at least seven (7) consecutive overnights each calendar year. The extended family member(s) of the deceased parent will be responsible for the travel costs.
11. Telephone and Virtual Contact with Children. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communication with the children.
12. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 48 hours prior to departure:
- a. An itinerary of travel dates;
 - b. Destination;
 - c. Places where the children or traveling parent can be reached;

- d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

Both parties should have unfettered access to the children's American and Canadian passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel approval should be done through notarized documentation, within 7 days of request, and consent should not be unreasonably withheld. Mother will hold the Canadian passports and Father will hold the American passports and social security cards.

13. Change of Address. The parties shall give notice in writing within 21 Days of a move and to give the other parent the new contact information. The parties shall also give new telephone numbers and emails within 48-hours of a change and within 1 hour if they currently have the minor children in their care when the contact details are changed.

14. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning the children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that are not available online or through emails of the program, within 48 hours of being notified of the event. Placing information on the Our Family Wizard calendar shall constitute notice.

15. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. Special Occasions. The parties shall notify each other of any special occasions involving the children such as school activities, sports events, graduations, etc., that the other parent does not have access to via email or login/app, so that each party shall have the option of attending the special event if possible.

17. Mutual Restraining. Both parties shall be supportive of the other party's role as a parent. Neither parent should attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any child's activity.

The parties should not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

The parties should not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

18. Dating Relations: Neither party will introduce the minor children to significant others until they have been in a relationship for a minimum of 6 months.

19. First Right of Refusal: Each parent will have the first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers with the children's friends when the parent is available and in town should not trigger the first right of refusal. Sleepovers with direct family members when the parent is available and in town, should not trigger the first right of refusal. Direct family members are defined as Married/Cohabiting Spouses, Grandparents and Aunts/Uncles. The parties will make best efforts to provide a minimum of 7 days' notice to the other party when they need to travel out of town or otherwise trigger the right of first refusal.

20. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical. Also note parenting plan filed in conjunction with stipulation.

21. Extra-Curricular Activities: The children shall be registered in no more than 2 weekly extra-curricular activities which is currently in place, an exception can be made for an additional extracurricular activity per child at any one time providing it is expected to last less than 8 weeks such as Track and Field, Cross Country or shorter seasons of competitive sports. Current extra-curricular expenses shall be split 50:50 between parents.

- a. If only one email and parent account is available for any extra-curricular activities, registration for child extra-curricular activities must be registered under the joint email of jenglen2011@gmail.com so that both parents are able to access all records and information. If secondary emails or parent profiles are available through the extra-curricular provider, both parents will provide their own email addresses in each activity the children are enrolled in so that each parent can receive information about the activity through their individual email accounts.
- b. Registration of child in any new or ongoing extra-curriculars must be agreed upon in writing by both parents, with both parents in agreement for both the duration (defined start and end dates) and cost.
- c. Reimbursement of Children's Extracurriculars - Whenever possible, the parties should each pay their portion of the extra-curricular expenses directly to the service provider. If it is not possible, the party incurring the out-of-pocket extra-curricular expense should submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receipt of the same and should be reimbursed by the other party

within thirty (30) days of receipt of those extra-curricular invoices, bills, receipts, and/or verification.

- d. If either parent does not consent to any proposed new extra-curricular in writing for either child, the parent that is desiring the extra-curricular activity can choose to pay for 100% of the expense as long as the extra-curricular activity does not infringe on the other parent's parent-time and it does not cause the children to have more than 2 extra-curricular activities at any point in time.

22. **School Fees.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall each pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party Our Family Wizard an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

23. **Exchanges.** The parties will utilize school-to-school exchanges when school is in session. If school-to-school exchanges are not possible because school is not in session, the receiving parent will provide the transportation unless otherwise mutually agreed upon.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated according to Utah Code Annotated §78B-12-201 *et seq.* The Mother's gross monthly income is \$6,946.00 per month. The Father's gross monthly income is \$17,778.00 per month. The Mother has 183 overnights, and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation shall be \$762.00 per month. Child support shall commence on August 1, 2025. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust:

- a. a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or
- b. a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

25. Medical/Dental Expenses. Both parties, as long as it is available to them at a reasonable cost, will both obtain insurance for medical, dental, and eye care expenses of the minor children in accordance with U.C.A. §81-6-208.

- a. The parent(s) maintaining health care coverage or insurance shall provide verification of coverage to the other parent, or to the office under Title IV of the Social Security Act, 42 U.S.C. 601 *et seq.*, upon initial enrollment of the child, and after initial enrollment on or before January 2nd of each calendar year.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles,

and copayments, incurred for the dependent children and actually paid by the parents.

- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment through Our Family Wizard. The other parent will remit payment within 30 days of receipt of the verification. If neither party can secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children, as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, vision or dental insurance plan of the Father should be primary coverage for the dependent children, and the health, hospital, or dental insurance plan of Mother should be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent children. In the event Father's designation as the primary coverage holder should result in a windfall to Father, then in that event, the health, hospital, or dental insurance plan of Mother should be primary coverage for the dependent children that following year, and that the health, hospital, or dental insurance plan of Father

should be secondary coverage for the dependent children for that same following year. In the event Mother needs to readdress the primary and secondary insurance designations with the Court due to a windfall to Father, attorney fees will be awarded if the Mother prevails.

- e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium. If either party is the sole provider of insurance for the children, the other party shall remit 50 % of the respective premiums for the children to the party holding the insurance.

26. Childcare Expenses.

- a. The parties shall each pay their own respective childcare costs on their own time. Summer camps shall be considered childcare.

27. Dependency exemption.

- a. The parties will share the dependency exemption/tax credit for the minor children as follows:
- b. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the youngest child and Father will claim the oldest child.
- c. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, and the Father will claim the minor child as a dependency exemption/tax credit for odd-numbered tax years.

d. The Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support and shared child expenses obligation by December 31st of any tax year.

28. Real Property. During the marriage, the parties resided at the real property located at 10947 South Indigo Way, South Jordan, Utah (“the marital residence”). Mother shall have exclusive use and possession of the marital residence until the home is sold. On April 1, 2026, the parties will list the marital residence for sale. The closing of the home shall not occur until at least one week after the children finish school for the 2025-2026 school year. Commencing August 1, 2025, Mother shall be responsible for the HELOC, the HOA fees, the utilities, and the mortgage until the home is sold, and neither party will have access to the HELOC other than as listed below. Mother shall be responsible for the general upkeep of the home and shall keep the home in a showable presentable condition. The parties shall mutually agree upon a realtor, and the parties shall defer to the realtor in regard to the listing price. No reasonable offer shall be refused by either party. Mother's name will be added to the title of the home within 30 days of signing and Mother will be responsible for any extra cost associated with the title transfer to be reimbursed from the home sale proceeds. Within 30 days of signing this stipulation, the utilities applicable to the marital residence will be placed in Mothers name individually, and she shall be responsible for the utilities for the marital home.

a. Upon the sale of the home and real property, the parties shall be ordered to first satisfy any mortgage, HELOC obligation, and the payment of any realtor fees and closing costs, following which the net sales proceeds shall be equally

divided between the parties. From each party's net sales proceeds, the parties shall be ordered to reimburse the other party as more particularly outlined herein, which will occur at the time of closing.

- b. Any significant repairs or improvements to the property must be agreed upon by both parties in writing, and the costs for repairs must be shared equally by both parties.

29. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Toyota Sienna	Mother
Honda Santa Fe	Father

- a. Property Settlement: The Toyota Sienna is paid off and is currently valued at \$7314. The Hyundai Sante Fe is valued at \$24,120, and there is \$19,107 left owing. Mother should pay to Father the sum of \$1150 from her share of the sales proceeds from the family home. Father should transfer the title and registration of the Sienna to the Mother within 7 days from the trial date.
- b. The family dog (Emotional Support Animal of Child) will be awarded to the Mother and the Father will work with the Mother to have the health insurance policy transferred into her name within 30 days of signing of this stipulation and the policy should not be cancelled or modified until the transfer of the policy occurs. Starting Aug 1st, 2025 Mother will reimburse Father for any pet insurance premiums until the policy is transferred.

c. Other items not listed herein have been divided equitably between the parties as the parties agreed.

30. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts, with the following exception as described below:

<i>Debt Description:</i>	<i>Obligation of:</i>	
Chase Amazon #4602 (\$8958.50)	Father	
Capitol One Quick Silver # (\$414.04)	Father	
Capitol One REI # (Credit \$64.64)	Father	
AMEX #1005 (\$8353.09)	Father	
Citi Costco #7451 (\$0.00)	Father	
Bank of America Alaska Airlines #2651 (\$69.37)	Father	
Lowes #7874 (\$0.00)	Father	
RBC # (\$0.00)	Father	
Presidents Choice# (\$0.00)	Father	
Scotia Bank # (Credit \$ 445.26 CAD)	Father	
AMEX #1008 (\$3725.71)	Mother	
Chase #7767 (\$2,834.14)	Mother	
Bank of America #4972 (\$4.99)	Mother	

Mother and Father shall each be responsible for one-half of the marital debts and obligations at the time of their separation, with the exception that Father will reimburse the HELOC in the amount of \$817.12 which was removed by Father following the entry of the temporary orders and will be paid upon the sale of the marital home. From the AMEX #1005 of the Father, one expense dated Dec. 3rd, 2023 of \$2,465.68 was determined to not be marital and will be removed from the marital debt reimbursement calculations. The parties shall satisfy and/or reimburse the other party the forgoing debts initially from the sales proceeds on the home and real property as more fully set forth below:

a. Father Total Marital Credit Card Debt: \$14,946.84

- b. Mother Total Marital Credit Card Debt: \$6,464.84
- c. Total Marital Credit Card Debt: \$21,411.68
- d. Mother Sienna Asset payment: \$1,150
- e. Mother BMO Life Insurance Policy Marital: \$6,823
- f. Father Canadian RRSP (dissipated during Divorce proceedings): \$19,680
- g. Father shall remit to Mother through home sale proceeds \$1,038
- h. Calculations:

Father Marital Debt:

Chase (4602) \$8958.50
 AMEX (1005) \$8353.09
 Capital One (1715) \$414.04
 Bank of America (2651) \$69.37
 Capital One (6424) CREDIT: -\$64.64
 ScotiaBank (2016) CREDIT: 445.26/1.40 (CAD:USD Exchange rate)= -\$318.04 USD
 $8958.50 + 8353.09 + 414.04 + 69.37 - 64.44 - 318.04 = 17412.52$
 $17412.52 - 2,465.68 \text{ (BED)} = 14946.84$ **Father Total Marital Debt**

Father Canadian RRSP (dissipated during Divorce proceedings)

$19680 / 2 = \$9840$

Mother Debt:

AMEX (1008) \$3,625.71
 Chase (7767) \$2,834.14
 Bank of America (4972) \$4.99
 $3625.71 + 4.99 + 2834.14 = 6464.84$ **Mother Total Marital Debt**

Total Marital Debt:

$14946.84 + 6464.84 = 21411.68$
 $21411.68 / 2 = 10705.84$

Mother Owe to Father for Marital Debt

$10705.84 - 6464.84 = 4241$
 JG BMO Life Insurance $\$6823 / 2 = \3411.50
 Mother Sienna = \$1150
 $4241.00 + 1150 + 3411.50 = 8802.5$ **Mother to Owe Father from Marital Debt**

Father Owes Mother at Home Sale:

9840-4241-1150-3411.50=\$1037.5

Father Owe HELOC at Home Sale:

\$817.12

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards. The parties should work together to close any joint checking and joint savings accounts and any joint credit cards within 30 days of the signing of this Stipulation with the exception of the HELOC and joint Bank of America accounts which will remain open until paid in full upon the sale of the marital home.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each should pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties should hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

31. Checking And Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. The joint Bank of American account #9807 shall be equally divided upon the sale of the marital home.
32. Children's education funds: The children's education funds shall be used solely for the children's education after graduating high school. Neither parent shall make withdrawals from the accounts without the written approval of the other parent. Upon request of either party, a recent statement of the account shall be provided by the party who has access to the account to the requesting party within thirty (30) days.
33. Retirement Accounts: Both parties have retirement, pension, 401(k) accounts, and RRSP's through his or her place of employment or otherwise. Each party shall receive one-half of all benefits and accounts accrued pursuant to such plans during the marriage (including gains, losses, earnings, and interest on said share from the date of the Decree to the date of segregation). If any withdrawals were made for no less than one year prior to the date the Petition for Divorce was filed, the other party will receive one-half of the estimated value of the asset included with the calculated gains included since the withdrawal. The Fathers RRSP held with Investia was dissipated by the Father during the divorce process, and he would have received the approximate amount of \$19,681.00 USD. The Father will transfer \$9,840.00 USD to the Mother from his share of the sales proceeds from the marital home.
- a. Qualified Domestic Relations Orders, or any necessary Orders needed to divide Canadian retirement accounts pursuant to the laws and regulations of Canada will be prepared by a mutually agreed upon attorney. Within fifteen days after the Decree of Divorce is entered by the Court, both parties will

provide retirement statements showing the balance of these accounts as of the date the Decree is entered. Each party will pay one-half of the total cost of preparation and one-half of all processing fees to include any fees necessary to finalize the transfer of these assets. The parties understand that the cost must be paid prior to the preparation of the QDROs. Both parties are enjoined from withdrawing, transferring, pledging or borrowing such benefits until an entry and acceptance of all appropriate QDROs by Plan Administrators.

<i>Retirement Account Description:</i>	<i>Owner</i>
Municipal Pension Plan	Father
Intermountain/T. Rowe 401K	Father
Investia LIRA (#372546624)	Mother
Investia RRSP (#347015340)	Mother*
SunLife RRSP (#01749107983549)	Mother
Thermo Fisher/T. Rowe 401K	Mother

* A portion of this Retirement account is non-marital, 71.5% of this account is Marital. Mother shall provide verification to Father of the premarital marital portion.

b. The division of the accounts shall be completed as efficiently as possible to minimize the number of QDROs or other orders as required by Canadian laws and regulations with the date of the decree of divorce taken as the day of separation.

34. Life Insurance. The cash value of Mother's Whole Life Insurance through BMO is \$6823 USD and shall be equally divided between the parties. Mother shall either surrender the policy within 30 days of the sale of the family home or shall remit half the cash value to Father from her share of the sale proceeds.

35. Name: Mother will have the option of restoring her name to Jennifer Greene.

36. Alimony: Commencing August 1, 2025, Father shall remit \$2,738.00 to Mother for alimony for three (3) years. After three (3) years, Father shall remit \$2,438.00 to Mother for alimony for three (3) years, which means alimony will be paid for a total

of six (6) years (72 Months). Alimony shall terminate upon the remarriage of Mother, the cohabitation of Mother with a romantic partner, or the death of either party.

37. Deeds and Titles: Within 30 days of aforementioned dates, both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. Father will add Mothers name onto the title of the marital home within 30 days of the signing of the finalized Decree. Mother will be responsible for any extra cost associated with the title transfer to be reimbursed from the home sale proceeds.

38. Debt and Asset Reimbursement following home sale: See attached Appendix A: Reimbursements detailing out debt/asset reimbursements.

- a. Father Total Marital Credit Card Debt: \$14,946.84
- b. Mother Total Marital Credit Card Debt: \$6,464.84
- c. Total Marital Credit Card Debt: \$21,411.68
- d. Mother Sienna Asset Reimbursement: \$1,150
- e. Mother BMO Life Insurance Policy Marital: \$6,823
- f. Father Canadian RRSP (dissipated during Divorce proceedings): \$19,680
- g. Father shall remit to Mother through home sale proceeds \$1,038

39. Divorce Education: The parties will have taken the Divorce Education Class and Divorce Orientation Class no later than 30 days of the date the Stipulation is signed.

40. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The

property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

41. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

APPROVED AS TO FORM:

/s/ Ryan S. Ficklin
Signed by MATTHEW N. OLSEN
with permission of RYAN S. FICKLIN, Attorney for Petitioner (*via email: 5/18/26*)

**NOTICE PURSUANT TO RULE 7(j)(4) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, these Findings of Fact and Conclusions of Law prepared by Mother shall be the Findings of Fact and Conclusions of Law of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of May 2026, I sent *via* email, a true and correct copy of the foregoing **DECREE OF DIVORCE**, to the following:

Ryan S. Ficklin
Attorney at Law
10406 South 1055 West, Suite 201
South Jordan, Utah 84095
Attorney for Petitioner

/s/ Charmaine Christensen
CHARMAINE CHRISTENSEN