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In the District Court of Utah

Third Judicial District, Salt Lake County

In the Matter of the Marriage of

DEANA FUHRIMAN,
Petitioner

and

ROBERT FUHRIMAN JR,
Respondent

**DECREE OF DIVORCE AND
JUDGMENT**

Civil No. 264900656

Judge Patrick Corum

Commissioner Joanna Sagers

The above-entitled matter came before the Honorable Patrick Corum. The Petitioner was represented by Taryn N. Evans. The Respondent was represented by Sheri L. Throop. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, hereby enters the following:

ORDERED, ADJUDGED AND DECREED:

1. The Parties are hereby awarded a Decree of Divorce from the Respondent, such to become final upon signature and entry herein.

Information Relating to the Children of the Parties

2. The Parties have two (2) minor children born as a result of the marriage, to wit: G.F. (born December, 2011); and A.F. (born April, 2014).

Child Custody, Parenting Plan, and Child Financial Provisions

3. **Legal Custody.** The parties shall be awarded and shall share joint legal custody of the Children, as defined by Utah Code Ann. § 81-9-205. For school and other purposes, the residence of the minor children shall be with Deana, wherever she may reside.
4. **Physical Custody.** The parties shall be awarded joint (50/50) physical custody of the Children, as defined by Utah Code Ann. § 81-9-305. The parties' parent time shall be as they agree or, if they cannot agree, then their parent time shall be 50/50 schedule using a week on/week off schedule, with exchanges taking place on Sundays at 7:00 p.m. The parties agree that it will take some time for the minor children to build up to having full weeks and 50% parent time with Robert and will work with the minor children to build up to the 50% time.

5. In the event one party must forfeit parent time, for any reason, he or she shall notify the other party with advance notice of at least twenty-four hours of their intent NOT to exercise scheduled parent time, except in the case of an emergency.

6. **Holiday Parent Time.** Holiday parent time shall be as the Parents can agree. If the Parents cannot agree, then their holiday parent time shall be as is set forth in the following chart:

Holiday	Holiday Time Period	Years Robert is Granted Holiday	Years Deana is Granted Holiday
Dr. Martin Luther King Jr. Day	1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd Years	Even Years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even Years	Odd Years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd Years	Even Years

Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor 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.	Even Years	Odd Years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	No Years	Every Year
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Every Year	No Years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd Years	Even Years

Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even Years	Odd Years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even Years	Odd Years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even Years	Odd Years

Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd Years	Even Years
Parent's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Every Year on His Birthday	Every Year on Her Birthday

7. **Extended Summer Parent Time.** Neither party shall be entitled to extended summer parent time. The parties shall follow their regular parent time schedule, along with their holiday parent time.
8. **Exchanges.** The parent starting parent time shall be responsible for picking the children up from the other parent's residence, curbside, or from school when applicable. Exchanges shall be at the start of school, when applicable, or at 9:00 a.m. if school is not in session. In the event that the receiving party is not at the pick-up location and is thirty minutes late without prior written notice, that late party shall forfeit his or her parent time.
9. **Parenting Plan.** The parties shall abide by the following provisions, representing a parenting plan.
10. **Written Communication.** The parties shall communicate in writing, text or email should suffice, regarding the Children. If at any point a party would prefer to use a co-parenting application, he or she can make a written request to do so. Once a written request is made by either party, both parties shall obtain and pay for the co-parenting application OurFamilyWizard to use for all non-emergency

co-parenting communications and, excepting communications in the event of an actual emergency, the parties shall exclusively use OurFamilyWizard for their co-parenting communications.

11. **Preferred Care.** Inasmuch as parental care is better care for the children than surrogate care and the parents desire to encourage and facilitate the provision of such care, each parent shall have the right to care for a child or the children any time the other parent reasonably expects to be unable to directly care for a child or the children for eight (8) hours or overnight, or longer. The parent providing the care for a child or the children shall provide all transportation associated with his/her provision of preferred care. This provision is not intended to prevent a child or the children from engaging in activities (i.e., sleepover parties, camps, church camps, sports camps, Scouts, etc.) when the parent exercising parent-time is otherwise personally available but is choosing to allow a child or the children to participate in an activity.

12. **Deviation from Parent-Time Schedule, etc.** The parents may alter their parent- time schedule as they agree in writing, and such changes are preferable to externally imposed solutions. In developing and coordinating schedules, the parents shall be guided by the objectives of allowing each parent to develop and maintain a meaningful relationship with the children, providing the children with

a stable environment, accommodating the children's school(s) and other schedules, and cooperating to accommodate both parents' employment schedules. Unless otherwise agreed between the parents in writing, if a parent elects to forego her/his parent-time with a child or the children for any reason, s/he shall not be entitled to make-up parent-time. A parent shall get approval for a deviation from the parent time schedule before discussing a change with the children.

13. **Consideration of the Children's Preferences.** The parents agree and acknowledge that as the children grow older, his/her friends will become more significant in his/her life. Especially in adolescence, being with friends may be more compelling than being with a parent. Accordingly, the parents shall carefully consider and weigh the children's input in adjusting their parent-time schedule to design ways to ensure meaningful time with both parents. The parties agree to be very flexible with the children and act in good faith as the children are engaged in activities, camps, sports, etc. and the parties agree to support the children in these endeavors, in addition to their social lives with their friends.

14. **Virtual Parent-Time.** As is age-appropriate for the children, both parents shall be entitled to reasonable, uninterrupted, and unmonitored / uncensored telephone / videophone contact with the children at reasonable hours and for reasonable duration (which shall

be based upon each child's abilities, interests, schedules, and willingness to participate) while the other parent is exercising parent-time with the children. Similarly, each parent shall enjoy unmonitored / uncensored mail and e-mail contact with the children. Each child shall be able to contact either parent at any time by telephone call, text, video call/FaceTime, etc.

15. **Decision Making.** The parents shall abide by the following plan for decision making:

a. The parents shall advise and consult with one another regarding:

i. The children's emotional and physical health and non-emergency medical, dental, and psychological/psychiatric treatment for the children, including the selection of professionals and procedures. Further, the parents shall use their best efforts to advise and consult with one another regarding emergency medical, dental, and psychological/psychiatric treatment of the children, but agree to follow the advice and recommendations of the children's health care providers;

ii. The children's educational opportunities and training, but agree to keep the children in their same

school(s) and feeder schools and to seek advice from scholastic advisors;

iii. The children's religious education, participation, and training;

iv. The Children's extra-curricular/non-academic involvement (*e.g.*, sports participation, art lessons, music lessons, scouting, etc.); and

v. All other issues implicating or otherwise relating to the children's health, education, and welfare.

b. Notwithstanding any other provision herein, the parents agree, acknowledge, and understand that each parent shall be entitled to make the minor day-to-day decisions regarding the children while they are in that parent's care.

c. The parents' process of advising and consulting with one another as required above shall include, but not be limited to:

i. informing the other parent of the nature of the decision(s) to be made, the option(s) available to the parents and the children/a child, and his/her preferred course of action;

ii. allowing the other parent a reasonable opportunity to respond to the foregoing information;

- iii. cooperating in identifying and discussing concerns and giving reasonable consideration to the other parent's concerns; and
 - iv. reasonably attempting to reach a mutually agreeable decision, which accord may not be unreasonably frustrated, opposed, or withheld by either Parent.
- d. In the event the parents are unable to agree regarding a major decision (i.e., any decision that is not a minor day-to-day decision) related to a child or the children and only after advising and consulting with one another and relevant experts as prescribed herein, then Deana shall have the presumptive final say on the issue, subject to Robert's right to seek the Court's review of Deana's decision.
- e. In the event of an emergency, both parents shall be notified as soon as possible. If an emergency arises while a child or the children is/are under the care of one parent, that parent shall notify the other parent in the most reasonable method and soon as possible manner available.
- f. In addition to the provisions hereof and, except as inconsistent herewith, the parents' joint custodial relationship shall be governed by the advisory guidelines from *Utah Code Ann.* § 81-9-202.

16. **Cooperation: Facilitating Co-Parenting Relationship.** For the purpose of encouraging and facilitating the parents' co-parenting relationship, the parents shall:
- a. Respect each other's need for personal space and independence;
 - b. Actively collaborate to establish a "united front" of parenting by supporting each other as parents, establishing consistent rules, curfews, bedtimes, and discipline philosophies that will foster a feeling of continuity and a sense of security for the children as to homework, lessons, school projects, motivation to work and succeed, etc., and constantly striving to reach a consensus on parenting issues whenever possible;
 - c. Acknowledge the difference between legitimate complaints and injurious criticism, and each shall strive to remember and understand that distinction. The parents shall share complaints in a respectful manner and receive complaints without taking personal offense. The parents acknowledge and understand that contention (especially litigation) can significantly injure the children emotionally, behaviorally, and otherwise.
 - d. Agree to a "no-contention" rule wherein parent time exchange times shall be tension and contention-free for the children's benefit. The parents shall be courteous and respectful when

exchanging the children and shall defer discussing financial or other parenting issues or concerns to a time when the children are not present or at hand.

- e. Focus on problem solving rather than fighting and the parents have acknowledged that a conversation may need to be postponed until after one or both parents have obtained more information or completed research concerning the question(s) at hand. Rather than argue, the parents shall share ideas and research as they work toward a mutual resolution.
- f. Support the children in their academic and extra- curricular endeavors by providing transportation, time, resources (at their mutual and equal expense);
- g. Consult with each other if and whenever a child is experiencing school problems, emotional concerns, or other problems, and actively collaborate to decide how best to meet that child's needs;
- h. Affirmatively support each other as parents and hold the other in high esteem as a parent in their respective conversations with the children throughout their lives;
- i. Expressly and implicitly give the children permission to love each of them;

- j. Make decisions regarding the children by focusing on the children's needs and interests;
- k. Respect each other's parenting style, personal beliefs and values;
- l. Actively collaborate to avoid, and when necessary, eliminate, the emotional trauma and pain to the children that results from conflicts between the parents, including being restrained from including the children in such conflicts with the emphasis on shielding the children;
- m. Remain civil in all their future dealings as they relate to or directly or indirectly affect the children;
- n. Accommodate the children's need to have quality relationships with extended family members, and the children's attendance at funerals, weddings, family reunions, religious holidays, important ceremonies, religious ordinances, sibling birthday parties, and other significant events in the children's lives or in the life of either parent which may inadvertently conflict with the parent-time schedule by, among other things, permitting the other parent make-up parent-time when such activities and events interfere with that other parent's time with the children;
- o. Educate their new spouse, should s/he again marry, as to this parenting plan, take all steps necessary to ensure their new

spouse's compliance herewith, and view the other parent's new spouse as an additional source of emotional support for the children rather than as a competitor;

- p. Share ALL information related to the children's health, education, and general welfare (e.g., without limitation, event calendars, physician's diagnoses, report cards, school calendars, school pictures, etc.); and
- q. Actively collaborate to share access to information regarding the children, facilitate the other's access to information regarding the children, and provide notice of events involving the children.

17. Notice to Third Parties & Access to the Children's

Records. The parents shall inform all educational, school, medical, dental, orthodontic, optical, psychological, and other care/service providers that they share custody as prescribed herein and they shall direct such care providers to use their best efforts to ensure that both parents are provided with separate notices relating to the children and jointly involved and consulted with in making decisions regarding the children. The parents expressly acknowledge that such efforts may, in the event of an emergency, necessarily be limited. Further, both parents shall be entitled to access or otherwise obtain ALL the children's information, records, reports, and all other data of

any kind relating to the children from any and all third persons or third entities serving the children (*e.g.*, without limitation, care givers or care providers of any kind, churches, hospitals, physicians, schools, therapists, etc.).

18. **Mutual Restraints.** The parents shall abide by the following mutual restraints, which are in the best interests of the minor children:

- a. The parents shall not directly or indirectly use the children as a means of communicating with each other or otherwise place the children or a child “in the middle” regarding issues that arise under or relate in any way to this Parenting Plan, a child or the children, or the Parents’ divorce.
- b. The Parents shall not: (a) disparage one another and/or allow one another to be disparaged to the children or in the children’s presence, (b) attempt to affect, influence, or otherwise manipulate the child’s perception of or relationship with the other Parent; (c) attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes the children’s best interest; and shall not discuss with, or in the presence of, the children, the allegations, circumstances, and/or facts at

issue in this divorce proceeding or any other issues giving rise to or otherwise underlying the Parents' divorce.

- c. The Parents shall not threaten, bother, or harass the other party.
- d. The Parents shall not, directly or indirectly, discuss with, share with, publish to, or otherwise expose to the child any of the allegations, documents, facts, circumstances, pleadings, or other information or materials related to, reflecting on, or associated with the parties' separation and divorce, including (without limitation) the underlying action, and any other issue(s) in dispute between the parties.
- e. The Parents shall encourage, facilitate, and in all material, ways support the Children in participating in parent-time with the other Parent.
- f. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent. The parties are also restrained from allowing any other person to perform any of the activities they

are restrained from engaging in, including those set forth specifically in this paragraph.

- g. The parties shall not go to the other parties' place of employment without written agreement from the other party or having independent good cause (i.e. having business reasons as a customer, vendor, employee, etc. to be there unrelated to the other party and the other party will not be bothered, stalked, harassed, embarrassed, etc. as a result).
- h. The parties shall not go to the other parties' residence uninvited or unannounced. A party may go to the other party's home for scheduled curbside parent time exchanges. Otherwise, a party shall not go to the other party's residence without advance written permission.
- i. Both parties shall be restrained from using the likeness, image, or credit of the other party for any purpose.
- j. Neither party shall introduce the children to significant others until they have been in a relationship for a minimum of six (6) consecutive months. Until this threshold is met, there shall be no overnights with any romantic guests during his or her parent time either,
- k. Neither party shall have roommates. A party may only reside with immediate family members (by marriage, law, or blood).

- l. Both parties shall protect the children from and restrict the children from all access to adult content in television, movies, dating applications, social media, internet, etc. This shall include, but not limited to, pornography and erotic adult material.
- m. Each parent shall keep all potentially dangerous substances locked away and out of reach of the minor children.
- n. Both parents are restrained from excessively drinking alcohol or using illegal drugs or taking prescription medications for reasons other than intended use, during or immediately prior to exercising parent time.
- o. Both parents shall keep any firearms locked away and out of the reach of the minor children.
- p. Both parents are restrained from harming or threatening to harm the other party and prevent third parties from doing the same.
- q. The parents shall take any and all steps reasonably necessary to ensure that their family members, friends, and associates abide by the terms of the provisions of this Parenting Plan, including, if necessary, removing the children from the presence of a third party that is not in compliance.

19. **Contact Information.** Each parent shall keep the other informed of his/her respective address, email address, telephone numbers, and other information pertinent to communication between the parties. Each party shall notify the other party of any changes within 24 hours of such change.
20. When traveling with a child or the children out of state, the parent planning on so doing shall, reasonably in advance of such travel, advise the other parent of the logistical details related to that travel, including (without limitation): itineraries, places and telephone numbers where the child or children may be reached, transportation details, etc., pursuant to Utah Code Ann. § 81-9-202(19)(a).
21. For international travel, the travelling parent shall provide notice to the other parent at least four (4) weeks prior to the date of departure and shall provide the following to the non-travelling parent: an itinerary of travel dates; destinations; places where the children or travelling parent can be reached; and the name and telephone number of an available third party who would be knowledgeable of the children's location.
22. Any international travel must be agreed to in writing. Neither party shall unreasonably withhold consent for international travel with the children and each party shall fully cooperate to provide

passports and other travel documents and/or permissions required for agreed upon international travel.

23. Neither party may travel with the minor children to a country that is not a member of the Hauge Convention, or that otherwise does not recognize the legitimacy of this Court and this Court's orders.

24. Deana shall safeguard the children's passports. If the passport expires or if the children do not have passports, the parties shall cooperate to obtain new/first passports upon the request of either party to obtain them.

25. **Child Support.** Ordinarily, the Parents would pay child support in accordance with the Utah Child Support Act, Utah Code Ann. § 81-6-101, *et seq.* (the "Act"). Under the Act, Robert would be ordered to pay Deana \$6 in child support, giving Deana 183 overnights and Robert 182 overnights, imputing \$1,257 in gross income to Robert and imputing \$1,257 in gross monthly income to Deana for two children.

26. Here, however, the Court shall make a specific finding to deviate from the Act and not order that any child support be paid, pursuant to Utah Code Ann. § 81-6-202, as this is in the best interests of the minor children and the parties and the deviation is less than \$10. Here, ordering child support would be inappropriate given the 50/50

parent time schedule, the relative wealth and income of the parties, the standard of living of the parties, the needs of the parties, and the agreement to share 50/50 in all child expenses. Both parents are being awarded significant real property assets and financial assets and do not need child support to provide a high standard of living in both households for these minor children. The parties are dividing all expenses 50/50 to go along with their 50/50 (week on/week off) schedule, so there is no need for either party to pay child support to the other party—the stipulations made in this Agreement already fairly deal with the support of the minor children and ensure that their best interests are taken care of. Based on these facts, the Court shall make a finding that it is in the best interests of the minor children to deviate from the Child Support Act and its guidelines and order that \$0 child support be ordered.

27. **Adjustment / Modification / Termination.** All the Parties' child support obligations shall continue until each child reaches eighteen (18) years of age or graduates from high school with his/her expected class, whichever occurs later, at which time the parties' child support obligations hereunder shall automatically terminate for each child (i.e., without need of motion or petition) to reflect that emancipation. Currently, no child support is ordered so this provision is only relevant if child support were ever to be ordered.

28. **Childcare Costs for Minor Children.** Childcare costs are not anticipated. To the extent they are incurred, each party shall pay for any and all childcare or daycare expenses that he or she incurs during his or her parent time.
29. **Shared Support for Minor Children's School Expenses.** The Parties shall share equally all reasonable and necessary costs/expenses incurred for the children's education (e.g., activity fees, registration fees, books, yearbooks, school lunches, sport enrollment, sport fees, sports equipment, etc.). Each parent shall pay his or her portion of the expenses directly to the school.
30. **Shared General Expenses.** Both parents shall contribute to the expenses of the child by maintaining sufficient clothing, school clothing, sports clothing, sports equipment, day-to-day expenses, and personal items at the individual homes to meet the needs of the children while they are with the parent. The parties will also be providing 50% of the children's meals as the children will be with each parent 50% of the time. In addition, the parties will each be providing 50% of the transportation for the children to school and events.
31. **Shared Support, as Agreed, for Extracurricular Activities.** The parties shall equally share all costs/expenses for extra-curricular activities agreed upon in advance in writing by the parties (*e.g.*,

sports participation, art lessons, music lessons, scouting, sports equipment, sports enrollment, sports clothing, transportation, etc.). For activities agreed upon, the parent with parent time on the day of the activity shall be responsible for transporting the child or children on that day(s) for the activity. If both parents do not agree in writing on an activity, the parent supporting an activity shall be solely responsible for paying for the activity and the other parent shall not be required to take the child or children to the activity on his or her parent time. Consent for activities will not be unreasonably withheld, especially for activities the children have been historically involved in, and because the parties considered sharing 50% of these fees when deviating from Robert paying child support to Deana.

32. **Health Insurance.** Subject to the Utah Code Ann. § 81-6-208, the parties shall provide health insurance for the children, as follows:
- a. The parties shall be responsible to insure the children for the children's benefit and the party that can access the most economical and comprehensive health and dental insurance for the children shall provide such health insurance for the children. Currently that person is Deana, who is providing medical, dental, and vision insurance through her employer. Deana shall continue to do so as long as it is reasonably available through her employer. If at any point the children have dual insurance coverage, Deana's coverage will be

deemed primary coverage and Robert will still be responsible for half of the cost of the coverage Deana is providing (unless agreed otherwise in writing) and the full cost of the secondary coverage he provides (unless agreed otherwise in writing).

- b. The Parties shall share equally any and all uncovered and unreimbursed medical, dental, and other health expenses (including but not limited to premiums, deductibles, and copayments) incurred for the children's benefit. A parent who incurs and pays medical expenses for the children's benefit shall provide written verification of the cost and payment of medical expense(s) to the other parent within thirty (30) days of payment thereof and the other parent shall, within thirty (30) days of receipt of said verification, reimburse the paying parent for one-half the amount of said expense(s).
- c. In accordance with Utah Code Ann. § 81-6-208(9), each child's portion of the premium is a per capita share of the premium actually paid. The premium expense for each parent shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of Children in the instant case.
- d. When reasonably requested, a parent providing insurance for the Children's benefit shall provide the other parent with insurance card(s), claim forms, and/or any other materials necessary to facilitate the full and unfettered use of said

insurance(s) for the Children's benefit.

33. **Tax Exemptions & Credits/Benefits.** The parties shall each claim one child each tax year as a tax exemption and be awarded any tax credits or benefits related to the child. Deana shall claim G.F. and Robert shall claim A.F. When only A.F. remains as a minor child, the parties shall alternate claiming A.F., with Deana claiming A.F. the first such year.
34. In the event that Robert is late or behind on child support payments, health insurance premium payments, healthcare related expenses, or any other financial obligation related to the children, as of December 31 of the tax year, he shall not be entitled to claim a child for that tax year. Instead, Deana shall be entitled to claim all minor children for the tax year if Robert is not current on all financial obligations regarding the children as of December 31 of the applicable tax year.
35. **Relocation.** In the event that either party relocates more than thirty (30) miles from his or her current residence, said party shall provide notice to the other party of the relocation as soon as practicable, but no less than sixty (60) days prior to the relocation. If it is not possible to provide the full 60 day notice, notice shall be given as soon as is practicable. The notice shall be written, or in another format easily presentable at a Court hearing. The notice shall

state the following, pursuant to Utah Code Ann. § 81-9-209, as modified herein: a) where the party is moving to; b) when the party will be relocating; c) the reason for the relocation; d) whether or not the relocating party thinks that the current parent time plan will continue to be tenable; and e) if the notice was provided less than sixty (60) days prior to the relocation, a statement as to why the notice could not have been provided in a timely manner. The intent of this notice is to give both parties an opportunity to assess whether or not the change will require a modification of the current custody order. In the event a party relocates 150 or more miles from the residence of the other parent, the parties shall follow the procedures set forth in Utah Code Ann. § 81-9-209, in addition to the notice procedure stated herein.

Provisions Pertaining to Alimony

36. Neither party shall be awarded any alimony or spousal support, now or at any time in the future. Both parties forever waive any claim to alimony or spousal support, notwithstanding any material, unforeseeable change in circumstances.

Provisions Pertaining to Real Property

37. **Real Property.** The parties acquired marital real property during the marriage. The real properties shall be divided as follows:

- a. Deana shall be awarded the Herriman property, with all the associated equity and liabilities, free and clear of any claim by Robert. Deana shall indemnify and hold Robert harmless therefrom.
- b. Robert shall be awarded the Mirrormont property, with all the associated equity and liabilities, free and clear of any claim by Deana. Robert shall indemnify and hold Deana harmless therefrom.
- c. Robert shall be awarded the Bothell property, with all the associated equity and liabilities, free and clear of any claim by Deana. Robert shall indemnify and hold Deana harmless therefrom.
- d. Robert shall be awarded the Tukwila property, with all the associated equity and liabilities, free and clear of any claim by Deana. Robert shall indemnify and hold Deana harmless therefrom.

Provisions Pertaining to Personal Property and Financial Accounts

38. **Separate Property.** Each party shall be awarded all right, title, and interest in and to the personal property s/he brought into the marriage and his/her separate property acquired during the marriage, which was not commingled with the parties' marital estate, free and clear of any claim in the other, subject to all debts and

obligations associated therewith, and subject to their respective obligations to assume, discharge, pay, and indemnify and hold the other party harmless from all such debts and obligations.

39. **Marital Personal Property.** The marital personal property will be divided as the parties can agree. If the parties cannot agree, they will return to mediation with Steven Meacham. If the parties still cannot agree after mediating the issue, then the parties shall flip a coin to see who has first selection and then alternate selecting items of personal property until all items are divided.

40. **Vehicles.** The parties acquired vehicles during the marriage. Deana shall be awarded the BMW and the Jeep, free and clear of any claim by Robert. Robert shall be awarded the Infiniti, Nissan, and other miscellaneous bikes and trailers. Each party shall be responsible for all costs, insurance, upkeep, registration, etc. related to all vehicles awarded to him or her and he or she shall indemnify and hold the other party harmless therefrom. If a party is awarded a vehicle that has a car loan on it and the other party is listed on the car loan, the car loan shall be refinanced within 3 months of the entry of the Decree of Divorce. The parties shall cooperate to provide titles and/or change titles for the cars to effectuate the division of vehicles set forth in this paragraph.

41. **Financial Accounts.** The parties have a Synchrony account that is to be divided by agreement. Robert stated that the balance of the Synchrony account is \$291,000. Robert shall provide a financial statement to show that this is an accurate balance. Once the balance is confirmed, the parties will divide the account, with Deana receiving \$250,000. The division shall occur within fifteen (15) days of its maturity date in July of 2026.
42. Thereafter, for all other financial accounts, each party shall be awarded all financial accounts in his or her name, free and clear of any other claim by the other party. These include, but are not limited to, personal bank, checking, and savings accounts, IRA accounts, retirement accounts, investment accounts, cash app accounts, pensions, cryptocurrency, accounts receivable, and any other financial accounts

Provisions Pertaining to Debts

43. **Debts.** The parties' marital debts shall be divided as follows:
- a. The Parties have no joint/marital debts, liabilities, or other obligations. Each Party shall assume, discharge, pay, and hold the other Party harmless from all debts, liabilities, and other obligations in his/her name or incurred by him/her.
 - b. Each party shall be solely responsible for any and all debts incurred in his or her own name, incurred by that party post-

separation, and/or incurred by that party for his or her attorney's fees and costs and shall indemnify and hold the other party harmless thereon.

Miscellaneous Provisions

44. **Maiden Name.** Deana shall have the right to change her name back to her maiden name, Knox, if she so desires.
45. **Attorney's Fees.** Each party is responsible for paying his or her own attorney's fees incurred in this matter.
46. **Documentation.** Each party shall be ordered to cooperate with the other, through counsel or otherwise, to effect changes and title to property as proposed to be divided in the final Decree of Divorce, to close all joint banking, charge, or other financial services accounts (including securities accounts), to change the names and responsibilities for payment on charge accounts and other debts and obligations divided in the final Decree of Divorce, and to cooperate in each and every other way necessary and proper to ensure that the terms set forth in the final Decree of Divorce are carried out in every detail as expeditiously as is practicable under the circumstances.

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-right hand

corner of the first page of this Order along with the court's seal and the date and time the Order was executed.

Approved as to form

/s/ Taryn N. Evans

Attorney for Petitioner

(signed by Sheri L. Throop with permission
from Taryn N. Evans by email on July 6, 2026)

Certificate of Service

I certify that on July 1st, 2026, I caused the forgoing Decree of Divorce and Judgment to be served on the individuals below by the method noted, in accordance with Utah R. Civ. P. 5:

Taryn N. Evans
taryn@adairevanslaw.com
Via Email

/s/ Sheri L. Throop