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**IN THE THIRD DISTRICT COURT OF TOOELE COUNTY
STATE OF UTAH**

In the Matter of the Marriage of

ANGELYNN LOERTSCHER,
Petitioner,

And

KEVIN LOERTSCHER,
Respondent.

DECREE OF DIVORCE

Case No: 224300595

Judge: Douglas Hogan

BASED UPON the Findings of Fact and Conclusions of Law filed herewith, **IT IS**

HEREBY ORDERED, ADJUDGED AND DECREED:

1. Dissolution of Marriage. The parties are hereby awarded a Decree of Divorce, and their marriage is hereby dissolved. Said Decree is to become final upon its being signed by the Court and entered in the Office of the Third Judicial District Court Clerk.
2. Jurisdiction, Venue and Residency: Petitioner and Respondent were bona fide and actual residents of Tooele County, State of Utah for more than three months immediately prior to the filing of this action. The Court has jurisdiction over the parties under Utah Code §78B-3-105(6) and §81-4-203.
3. Marriage: The Parties were married on November 26, 1999, in Salt Lake County, Utah.

4. Children: There have been nine (9) children born of their marriage, to wit, four (4) of which are minors. No other children are expected from this marriage. The children are as follows:

- a. A.L. born September 14, 2008, a minor child at the time of trial.
- b. K.L. born May 7, 2010, a minor child at the time of trial.
- c. K.L. born May 20, 2015, a minor child at the time of trial.
- d. K.L. born May 14, 2018, a minor child at the time of trial.
- e. Utah is the home state for the minor children, withing the meaning of Utah Code § 81-11-201(1)(a). The minor children resided in Tooele County for more than six (6) months prior to the filing of this action.
- f. Neither party has information on any custody or parentage proceeding concerning the minor children in any district court or juvenile court in this State or any other state.
- g. This Court has jurisdiction to determine custody, parent time issues and support for the Parties' minor children.

5. Custody and Parent time. Father is awarded sole legal custody of the minor children. The parties are awarded joint physical custody, with 50/50 parent time. The holiday schedule will be as set forth in UCA 81-9-305, (with Father being designated as the “non-custodial” parent for holiday purposes only) with an alternating week-on and week off schedule, with Friday being the date of exchange for parent time.

- a. The parties will not contact the children during the other parent's parent time, except as recommended by the therapist, Special Master (or PGAL if there is one) or as otherwise set forth herein.
- b. In the event a child's parent time with the other parent does not occur regularly, frequently, or consistently, that fact will constitute a substantial and material change of circumstances for purposes of any future Petition to Modify by either party to change custody, parent time, or the parenting plan.¹
- c. In the event (a) a child's parent time with the other does not occur as court ordered, or (b) resist/refuse behaviors occur in a child; or (c) a parent is found to be obstructing or undermining the child(ren)'s relationship with the other parent, the Court will implement one or more of the following consequences on a temporary basis at a Review Hearing before the Court Commissioner:
 - i. Transfer of sole custody to the non-offending parent.
 - ii. Supervised contact for the offending parent until compliance and behavioral change are demonstrated.
 - iii. Extended periods of parent time awarded to the non-offending parent.
 - iv. Temporary interruption of contact between the offending parent and the children until therapeutic repair occurs such that the child's relationship with the resisted parent normalizes (i.e., is as solid as the child's relationship with the non-resisted parent).
 - v. The offending parent shall be responsible for all attorney and court fees

associated with corrective legal action.

6. Ensuring Other Parent's Parent Time. Each parent is specifically directed to strictly enforce the Court-ordered parent time, except as the parties otherwise agree in writing. The children are not given the choice whether to attend parent time. Compliance is mandatory.

- a. Thus, if the child declines to visit or have contact with the other parent as ordered, the parent with the child will provide continually escalating consequences to the child until the child complies (e.g., removing privileges, taking away and/or disabling cell phones and other communication devices, prohibiting time with friends, prohibiting time on electronic devices or games, taking away driver's license, disallowing extracurricular activities, volunteering make-up time with the child with the other parent.)
- b. The parent who does not have parent time will not allow the child to be given a "soft place to land" other than at the other parent's home. The child's residence shall remain solely with the parent exercising parent time
- c. It will be the responsibility of the parent who has the child to enforce parent time/contact with the other parent.
- d. When providing consequences to the child, the parties will in no way suggest to the child it is the other parent's fault the child is given consequences, or that the other parent could simply agree not to exercise their time with the child. Each parent must affirm that parent-time is vital and non-negotiable.
- e. The parties will not schedule events for the children on the other parent's time, or

allow the children to do so, except as otherwise agreed in writing.

7. Parenting Plan. The parties shall adopt the advisory guidelines found in U.C.A. §81-9-202.

a. First Right of Refusal. The “Right of First Refusal” will not be exercised except as the parties agree on a case-by-case basis in writing.

b. Communication. The parties will discuss all parenting concerns by Our Family Wizard app at any time needed and will not use their children to deliver messages. The parties may only use phone/text contact for emergencies or unexpected delays or changes on the day of parent time exchange. The parties’ communications will be for the limited purpose of arranging parent time and addressing child related issues and the logistics of implementation court orders. All communication will be civil. The parties will respond to communications within a reasonable timeframe.

c. Travel. Each party shall be responsible to provide the other with an itinerary and contact information and that information required by UCA § 30-3-36(2) before taking the child(ren) away from home for more than one consecutive overnight. A courtesy text message from the visitation party to the non-visitation party to reassure safe travels have occurred will be expected upon arrival to destinations including the travel back to residence.

d. Travel Out Of The Country. Either party may travel out of the country with the children during his/her parenting time. Each party will have reasonable access to the minor children’s passport. Both parties shall have unfettered access to the child’s

passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through a notarized documentation between the parties and consent shall not be unreasonably withheld.

e. 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.

f. Exchanges/Transportation. 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. When school is not in session exchanges will occur at 8:30 a.m. If the exchange occurs at the residence, the parties shall have a curbside exchange. For any time exchanges happen at school when a receiving parent is picking up and the non-receiving parent is also at the school, the non-receiving parent will not be present for the exchange, and will refrain from long, drawn-out goodbyes and similar behavior just prior to the exchange. Other than polite greetings and communications necessary to ensure the proper exchange for parent time, there will be no communications at exchanges except as otherwise set forth herein.

g. School Placement & Contact Information. The children will attend school in their current school boundaries. Both parties will be listed as parents in the contact information for schools, medical providers, extracurricular providers, etc.

- h. Extracurricular Activities. The parties will share the child's costs for 50% of any extracurricular activities that they agree upon in writing. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs a cost for a child's extracurricular activity without obtaining prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time, and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular games/performances and activities (except for routine rehearsals and/or practices). For purposes of this paragraph, employment by a child will be deemed an extracurricular activity. Neither party will suggest to the children or raise an expectation of an extracurricular activity prior to attempting to reach an agreement with the other parent re: the activity.
- i. Special Events. If tickets for family members to attend are dispersed for any special event (e.g., graduation), the parties agree to split the number of tickets allotted to the minor children equally.
- j. Tethering. The parties will actively prevent themselves from "tethering" behaviors and will allow the child and the other parent to enjoy parent time without following

up with the child about whether they are alright, reminding them to be safe, reminding them of how many days until they return, reminding the child of events they are missing out on, reminding the child of exciting things the child will be able to participate in just as soon as they are no longer having parent time with the other parent, sending the children to the other parent with reminders of themselves, spending lunchtime/recesses with the children on the other parent's parent time, sending the children cards and gifts during the other parent's parent time, etc. The purpose of this order is to allow the children to attach and bond with the other parent, free of interference or influence from the other parent. This includes a restraint that the parties will not have unreasonable contact between the parent not exercising parent time and the children.

- k. DCFS/CPS Referrals. Neither party will make a referral to DCFS/CPS without first consulting the AFCC-informed therapist to ensure such action is clinically and ethically justified.
- l. Change of Address. The parties shall give notice within 24 hours of a move in writing via mail or email to give the other parent the new contact information.
- m. The parties shall also give new telephone numbers and emails within 24 hours of a change.
- n. Relocation. If either party moves more than 40 miles from the schools, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.
- o. Sharing Information. Each party shall be entitled to directly access the children's

medical, church, education, counseling, and other records. The parties shall timely share information with one another regarding the children's school, church, extracurricular and other activities, medical care, medical appointments, counseling appointments, mental health, and any other significant information. However, if there is a platform routinely allowing divorced parents to communicate with the professional (e.g., online school platforms, etc.), once the parties ensure the other party has the username/password, there will be no need to continue to inform the other parent of routine information they may routinely access by accessing such portal(s). Each party will inform the other party of all such portals/usernames/passwords, etc., of which they are aware. Each party will inform coaches, extracurricular providers, medical professionals, schools, etc. of the name, current contact information, and the other parent right to access information.

p. Account Access and Login Credentials. Both parents shall have equal access to online accounts related to the children's school: (1) registration and portals; (2) sports, athletic, or recreational programs; (3) dance, music, or performing arts programs; and/or (4) academic enrichment programs, camps, and similar activities.

i. The parent who creates or maintains an account for any school or extracurricular activity shall promptly share the username, password, and any required login information with the other parent, in writing (e.g., email or text).

ii. If the password or login credentials are changed, the parent who makes

the change shall notify the other parent and provide the updated information within 48 hours.

8. Re: Special Master. If the parties want to utilize a Special Master and since there is an offer that someone else will pay for it, the Court finds it is cheaper and faster than any form of dispute resolution from the Court. This is not a Court order for Special Master. But if the parties decide to avail themselves to a Special Master, the Court will allow a challenge to the Special Master's decision to go straight to the Judge, and the parties will not have to go through the Commissioner to resolve the decision-making dispute.

a. If the parties agree to use the services of a Special Master for decision-making disputes, a special master will be appointed using the Special Master Order typically used by Dr. Jay Jensen and Sandra Dredge. Father will submit 3 names to Mother, who will select the Special Master within 7 days. If she fails to do so, Father may make the selection from the same list. The Special Master shall assist in dispute resolution compliance with the parenting plan Costs shall be equally shared, unless the Special Master determines otherwise. After 12 months of consistent utilization. The Special Master shall evaluate whether continued involvement is warranted. If either parent objects to or disputes the decision of the Special Master, the parties may seek resolution of the dispute directly with the Judge, rather than going through the normal channel of first seeking resolution with the Commissioner. This appointment of the Special Master is under the agreement of Petitioner, that family members would pay the services of the Special Master for one (1) year, without causing

additional costs to either party for using the Special Master.

9. Therapy. The children and all parties will receive/remain in family therapy until released by the therapist. Mother will receive/remain in family therapy until released by the therapist. The current therapist will be the only therapist the children see, absent further order of the Court, agreement of the parties, or recommendation of a PGAL, if there is one or the family systems therapist. The therapists will decide the therapy schedule. The parties will follow the treatment recommendations of the therapist, including (among other things) who and when the parties will bring the children to therapy. The therapist will be familiar with and follow the guiding principles of the AFCC Guidelines for Court-Involved Therapy, with resist/refuse dynamics, and with research regarding gatekeeping/alienation. The therapist may not suggest that a non-favored parent reduce his/her parent time to the parties or the children. Parents shall comply fully with therapeutic recommendations, attend sessions consistently, and support the children's treatment goals. Both parents will meet with the therapist for at least three sessions over the next three months to discuss deficits in parenting and deficits in coparenting. Each party will bear the cost of their own individual sessions with the therapist (if any).

a. Goals for therapy will include (without limitation) the following:

Goals for Kaylia

1. Lessen anxiety (this is done through exposure, repair, and acceptance).
2. Correct errors or fixed distortions.
3. Improve global functioning.

4. Develop realistic view of rejected parent rooted in actual experiences.
5. Disentangle Kaylia from parents' difficulties and ongoing conflict.
6. Differentiate Kaylia's experience of rejected parent from aligned parent's experience.
7. Help Kaylia develop coping skills and understand multiple perspectives.
8. Assess and address other mental health concerns.
9. Work through intense emotions associated with rejected parent and parental conflict.

Goals for Kevin

1. Help Kevin relate to Kaylia in a loving, noncoercive, and nonintrusive manner, without counter-rejection.
2. Change behavior and destructing beliefs.
3. Help Kevin develop insight into his contribution to the problem.
4. Get Kevin to acknowledge or admit real culpability, make apologies when appropriate.
5. Address distorted or simplistic view that Angelyn is entirely to blame.
6. Correct misperceptions.
7. Provide a more complex understanding of the situation to help Kevin become more KAYLIA FOCUSED and develop empathy for Kaylia.

Goals for Angelynn

1. Get Angelynn to allow Kaylia to have reciprocal relationship with both

parents, free of interference and exposure to restrictive gatekeeping behaviors.

2. Gain Angelynn's cooperation and support in the reunification process.
3. Educate Angelynn on the importance of Kaylia's sustaining good continuing relationships with both parents.
4. Address allegations and concerns about Kevin and Kaylia's physical safety with the providers (therapist and supervisor) and Kevin.
5. Differentiate Angelynn's experience from the realities of Kaylia's experience.
6. Inform Angelynn about legal consequences for not complying with the court order or stipulation allowing contact between Kaylia and Kevin.

Goals for Siblings and Other Family Members

1. Educate significant others about their contribution to the problem.
2. Restore coparental and parent-child roles within the family.
3. Help coparents develop new patterns of communicating with and responding to each other.
4. Address realistic, legitimate parenting concerns.
5. Reduce Kaylia's exposure to the hostility.
6. The parties will sign releases of information allowing the therapist to speak with the PGAL and custody evaluator, and to share records and information with one another.

10. Mutual Restraining Orders.

- a. Disparagement/Supportiveness. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to coparent the child in a way that promotes their best interest.
- b. 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.
- c. 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.
- d. The parties shall 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.
- e. Other parent's information. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- f. Physical Discipline. The parties will not use or threaten to use corporal punishment or physical discipline on the minor child(ren).

- g. Belittling. The parties shall not disparage, belittle or demean the minor child(ren). Healthy correction and appropriate discipline will not be considered demeaning or disparaging to the child(ren).
- h. Third Party Violations. Both parties are mutually restrained from allowing third parties to do in front of the child(ren) 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.
- 11. PGAL**. Once the Guardian ad litem meets and confers with her clients to explain to them the Court's ruling and this order has been stamped/signed, the PGAL is immediately and automatically released, her appointment vacated.
- 12. 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, school lunches, 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 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 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.
- 13. Medical and Dental Expenses** for the Minor Children. Pursuant to Utah Code § 81-6-208, the parties shall equally share responsibility for payment of reasonable and necessary medical

expenses of the minor children including responsibility for health insurance out-of-pocket expenses, such as co-payments, co-insurance and deductibles.

- a. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children.
- b. Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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. This amount shall be automatically deducted from or added to the child support paid or owed.
- c. Each parent will share all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescription, deductibles and copayment, incurred from the dependent children and expenses may provide written verification of the cost and payment of the medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.
- d. If neither party can secure said insurance at a reasonable cost, each Party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expense for the minor children as indicated.
- e. If, at any point in time, a child is covered by the health insurance plans of both

parents, the health insurance plan of Kevin Loertscher shall be primary coverage for the child and the health insurance plan of Angelynn Loertscher shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child.

14. Child Care Expenses. Each party will bear the cost of their own daycare expenses, if any. Child care providers should be state licensed, mutually agreed upon, or family members. Siblings under the age of 12 may not be the daycare provider.

15. Child Support Order: In accordance with Utah Code § 81-6-202 et seq. and based upon (i) Petitioner's gross monthly income (as noted in the Findings of Fact to be \$2,132), (ii) Respondent's gross monthly income (as in the Findings of Fact to be \$10,517), (iii) assuming the minor children spend 183 nights per year with Petitioner and 182 nights per year with Respondent; and (iv) using the Utah Child Support Calculator, the Court determines that Respondent shall pay a monthly child support obligation of **\$843**. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month.

16. Alimony. For the reasons set forth in the Findings of Fact and Conclusions of Law, the Court finds that Petitioner is entitled to a monthly alimony award for a period of twenty (20) years as follows: (a) \$1,427 per month for Years 1–10; (b) \$1,000 per month for Years 11–15; and (c) \$750 per month for Years 16–20.

17. Distribution of the Marital Real Property:

a. Pertinent Facts: The parties obtained interest in two (2) properties during the marriage, to wit: (1) the Stansbury Park Marital Home; and (2) Maui Timeshare.

b. The Court's Findings and Decisions Regarding the Stanbury Park Marital Home:

At the end of trial on December 12, 2026, the Court found that the parties acquired a marital home during the course of the marriage, located at 5720 Canal St. Stansbury Park, Utah 84074. Mother is award temporary possession of the house. The children should be allowed to remain in the house through the end of the school year. Both parties should have the ability to try and refinance the marital home and pay the other party out their portion of equity. At the end of the December 12, 2025 trial, the Court found that Mother should be awarded the first shot at refinancing the marital home by April 15th,. If she is unable to show proof of refinance by April 15th, 2026 Father will also have the ability to show he has the ability to refinance the marital home and pay Mother her equity by April 15, 2026. Both parties will provide proof of his/her ability to refinance the marital home to the other party by April 15th, 2026. If neither party can prove the ability to refinance the home in writing by April 15, 2026, the home shall be listed for sale by April 15th, 2026. If Father refinances the marital home (and Mother cannot refinance the home), Mother has the ability to remain in the marital home until the refinance has been finalized and Mother receives her equity payout or if the home is sold. If the realtor believes that it would better for the Mother to be out of the home to effectively sell/market the home, the Mother will vacate the

home.

- i. The parties are ordered to get an appraisal on the house by the end of January, 2026. The cost of the appraisal will be split equally between the parties.
- ii. If either party refinances and there are transactional costs and fees, those will come off the top – will be paid from the equity of the home before the remaining equity is divided between the parties.
- iii. If there are any necessary repairs to facilitate the sale of the home, the parties shall bear those costs equally, and those costs shall be taken off the sale proceeds, before the proceeds are divided.
- iv. If the house is to be sold, the parties will list the house with the realtor that helped them buy the house, Berna Sloan. Both parties will sign the listing agreement on or before April 15, 2026. The only reason to wait until April 15, 2026 is if a party has a good faith belief that they have something in progress that will allow them to buy the other party out. That is after the parties have had the chance to take a look at the appraisal and to analyze how much money is owed and how much has to shift back and forth. The value of the marital home will be whatever the appraisal says it is.
- v. Deadlines to Refinance the Marital Home. After the March 19, 2026, supplemental trial briefing and arguments, the Court finds that the previously established April 15, 2026 refinance timeline remained unfeasible. Petitioner indicated that refinancing was in progress and contingent upon entry of the Decree of Divorce and final determination of financial offsets. The Court will not enforce the existing April 15, 2026 deadline at that time and implicitly recognized that completion of refinancing would depend upon resolution of outstanding financial issues and upon entry of the Decree of Divorce.
- vi. Respondent's Motion for Possession of the Home (Seq. 475). The Court declined to grant Respondent's requested relief regarding possession and control of the marital residence and instead maintained the existing arrangement, under which Petitioner retains possession of the home and the opportunity to refinance. The Court further acknowledged, without modification, that Petitioner has the first opportunity to refinance the residence. Respondent's requests were limited to alternative measures, namely the ability to obtain a separate appraisal and conduct a remote inspection through an agreed-upon adult child of the parties.

- vii. Respondent's Independent Appraisal. The Court finds that Respondent raised concerns regarding the valuation of the marital residence and requested the opportunity to obtain an independent appraisal. In response, the Court authorized Respondent to obtain a separate appraisal of the property at his own discretion.
- viii. The Court ordered that the parties shall cooperate in facilitating such appraisal, including providing reasonable access to the property as necessary for the appraiser, subject to appropriate limitations. The Court further ordered that Respondent shall bear the cost of any appraisal he elects to obtain.
- ix. In the event of a discrepancy between appraisals, the issue may be brought before the Court for further consideration and potential resolution.

18. The Court's Findings and Decisions Regarding the Maui Timeshare: Petitioner is awarded sole possession and control of the parties' Maui timeshare. Petitioner shall make reasonable efforts to list the Maui timeshare for sale on the open market within a reasonable time following entry of this Order, using a platform or broker appropriate for timeshare sales. Upon receipt of a bona fide written offer from a third-party purchaser, such offer shall be used to establish the fair market value of the timeshare. Petitioner shall have the option, in lieu of accepting such third-party offer, to purchase Respondent's interest in the timeshare by paying to Respondent an amount equal to one-half (1/2) of the value reflected in the bona fide offer.

19. The Court orders that Father will receive an offset for a lost a car reservation fee associated with the cancelled Maui trip in the amount of \$100.

20. Personal Property. Personal property will be divided as follows:

Item:	Awarded To:
2018 Toyota Sienna	Father, together with all debt and equity therein, as this was

	acquired postseparation. This is not subject to “division” in any way.
2007 Saturn	Mother
2009 Chevrolet Express	Mother

21. Items of personal property not specifically indicated above are to be equitably Divided.

- a. Mother’s attorney will video the house, grounds, closets, drawers, and other storage areas etc. where the personal property is kept and provide that video to Father’s attorney.
- b. If the parties cannot reach an agreement on the remaining property, they will exchange lists of personal property, and will attend mediation with a lawyer mediator (without attorneys) to divide the remainder of the personal property.
 - i. The parties will each bring a list of the property to be divided to mediation. If they fail to bring said list, they may create one in mediation to the best of their memory. The mediator will combine the lists, if needed, to create a master list.
 - ii. Unless the parties, with the assistance of the mediator, agree upon a different division of property or a different method of dividing the property, the process at mediation will be as follows:
 1. Husband will select one item, using a blue highlighter.
 2. Wife will select one item, using a pink highlighter.
 3. The parties will continue in this manner until all items have been divided.

4. The mediator will flip a coin to determine which party will make the first selection.

22. Personal Property Inspection and Inventory. The Court finds that disputes remain regarding the identification and division of personal property located within the marital residence. The Court further finds that allowing direct access by Respondent to the residence for purposes of inspection would likely increase conflict between the parties and is not in the best interest of maintaining stability.

23. Accordingly, the Court ordered that the parties shall utilize an adult third-party child of the parties, mutually agreed upon, to assist in the identification and inventory of personal property. The Court finds that such third-party involvement provides a reasonable and less contentious method for facilitating the inspection process.

24. The Court ordered that the selected adult child shall, at Respondent's direction, conduct a walkthrough of the residence and assist in locating, identifying, and documenting items of personal property. The Court further authorized the use of remote communication methods, including video or FaceTime, to allow Respondent to observe the inspection and request closer review of specific items as needed.

25. The Court specifically finds and orders that Respondent shall not be physically present at the marital residence during the inspection process, and that all inspection activities shall be conducted through the designated third party.

26. The Court finds that this procedure appropriately balances Respondent's interest in identifying personal property with the need to minimize conflict and disruption within the

residence.

27. Student Loan Debt. The parties should equally divide the student loan amount remaining after Father's reimbursement program is applied, approximately \$13,000, for the reasons set forth in the Findings of Fact and Conclusions of Law.

28. Dependency Exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

- a. While there are four minor children, the parties will each receive two children as a dependency exemption/tax credit. Mother will claim the oldest child and youngest and Father will claim the second and third child.
- b. When there are three children, the Mother will claim the youngest and the Father will claim the third child. The parties will alternate claiming the second child.
- c. When there are two 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 third child.
- d. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.
- e. The parties that are entitled to claim the dependency exemption/tax credits indicated herein as long as the party is current on their child support obligation by

December 31st of the applicable tax year.

29. Tax Liabilities, Filings and Payment. For the reasons set forth in the Findings of Fact and Conclusions of Law, The parties should work together to jointly file the taxes for the years 2023 through the present. Each party should equally bear half of the tax burden or equally split any refund. For tax years 2023 to present the parties should jointly file their tax returns and share 50/50 in the tax liability and/or and return received

30. Contempt. As to the claims of contempt against Mother. The Court is not going to find contempt at this time. The Court finds that Mother did not have the ability to comply. The Court finds the evidence is consistent with the custody evaluator's report which indicated Mother's lack of insight into her own behavior such that she would not have the ability to comply.

31. GAL Fees, Custody Evaluation Fees and Litigation Costs. Except as otherwise set forth herein, the parties will equally divide the PGAL and custody evaluator's fees. Those fees could come out of the equity in the marital home, after any offsets, overages, and arrearages are applied. As with other obligations owed, these payments or reimbursements may be addressed by offsetting against amounts each owes the other and/or a party's equity in the marital home.

32. Rule 68 Judgment Costs. Mother will bear all of Father's taxable costs incurred by Father on or after November 21, 2025 (not including actual attorney fees, but including such things, hotels, gas, incidentals, travel expenses exhibit books, copy fees, etc.)² Counsel for Father will submit a declaration indicating what the costs were, in the same type of manner set forth

in Rule 73, except that the timeframe will be that this will be filed at the same time as the additional alimony submissions referenced above. Mother may review the affidavit and have an opportunity to object in the manner described under Rule 73. As with other obligations owed, these payments or reimbursements may be addressed by offsetting against amounts Father owes Mother and/or Mother's equity in the marital home.

33. Other Offsets to Father. The Court awards Father an offset for 50% of medical expenses, extracurriculars and other costs that Mother has not paid, as described in paragraph 58 of Father's verified Trial Memorandum (Docket 383), in the amount of \$1,218.58. As with other obligations owed, these payments or reimbursements may be addressed by offsetting against amounts Father owes Mother and/or Mother's equity in the marital home.

34. Payment of Financial Awards: The Court finds that the total amount of the financial awards to Respondent should come from Petitioner's share of the equity in the marital home

35. Retroactive child support and alimony/arrearages: The Court finds that alimony should be made retroactive at the rate of \$1,427 per month to the date of the filing of the Petition for Divorce.

36. Names. Mother will have the option of restoring her name to Angelynn Williams if she so desires.

37. Deeds and Titles. 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.

38. Dispute Resolution. The parties shall return to mediation if issues regarding the parenting

plan arise prior to filing a Petition to Modify the Decree of Divorce.

39. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions of this Order.

40. Attorney Fees. Each party should pay their own respective attorney's fees incurred in resolving the divorce petition and counter-petition.

EFFECTIVE DATE: This Order becomes effective on the date when electronically signed by the Court on the first page.

**NOTICE OF INTENT TO SUBMIT FOR SIGNATURE
AND CERTIFICATE OF SERVICE**

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you are hereby notified that the foregoing Order will be sent to the Court for signing upon the expiration of seven (7) days from the date of this Notice, plus three (3) for mailing if applicable, unless a written objection is filed with the court prior to that time. I hereby certify that on the 6th day of July, 202026, I caused a true and correct copy of the foregoing ORDER to be served via email on the following:

Melanie Addams Cook
melanie@melaniecooklaw.com

Lillian Reedy
lillian@meredithlawoffice.com

/s/Kelly Peterson
Kelly Peterson
Attorney for Father