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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of:	DECREE OF DIVORCE
EMILY POLICHETTE,	
Petitioner,	
and	Civil No. 264903139
MARK POLICHETTE,	Judge Patrick Corum
Respondent.	Commissioner Joanna Sagers

This matter, having come before the Honorable Patrick Corum, Petitioner Emily Polichette (“Emily”), represented by Holly J. Nelson, and Respondent Mark Polichette (“Mark”), represented by Emy Cordano, having reached a full agreement after attending mediation with Laura Rasmussen on June 16, 2026, the written *Stipulation and Property Settlement Agreement* (“Agreement”) of the parties having been submitted and approved, the Court having reviewed the records and files herein and being fully advised in the premises, and good cause appearing therefore, the Court having made and entered its written *Findings of Fact and Conclusions of Law*, and upon motion of the parties, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1. Dissolution of Marriage. The parties are awarded a Decree of Divorce from the other upon the grounds of irreconcilable differences, and the marriage between Emily and Mark is hereby dissolved, and the parties are hereby freed and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to be final upon signing and entry.

2. Children. The parties are the natural parents of two minor children, namely: I.P. (born August of 2019), and G.P., (born June of 2022). The parties' children have lived in Utah for all of the six (6) consecutive months immediately preceding the commencement of this divorce action. Utah is the children's home state and place of habitual residence. Utah has jurisdiction over the children's custody and parent-time issues in this case. Emily is not pregnant, and no additional children are expected to be born as issue of this marriage.

3. Physical Custody. The parties are awarded joint physical custody of the minor children.

4. Legal Custody. The parties shall have joint legal custody pursuant to the Parenting Plan terms herein.

5. Parent Time. Parent time shall be as the parties can agree. If the parties cannot agree, the parties will exercise equal parent time, following a 2/2/5 schedule, as described below:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mark	Mark	Emily	Emily	Emily	Emily	Emily
Week 2	Mark	Mark	Emily	Emily	Mark	Mark	Mark

6. Summer Parent Time. For the summer of 2026 only, Emily and their family will have the children for July 2nd through July 17th. On July 17th, Emily shall deliver the minor children to Mark in Buffalo, NY, to spend approximately two weeks with Mark's family. For the summer of 2027 and all future summer parent time, summer parent time shall be pursuant to

Utah Code Section 81-9-305, with the parties continuing the 2-2-5 schedule but with each party having two weeks of uninterrupted parent time. Two weeks shall be scheduled to include no more than 14 consecutive days unless otherwise agreed upon. In odd years, Emily shall have first priority for their uninterrupted time and shall notify Mark of their planned extended summertime by March 1st, and Mark will notify Emily of his extended parent time by March 15th. In even years, Mark shall have first priority for his uninterrupted time and shall notify Emily of his extended parent time by March 1st, and Emily will notify Mark of their extended parent time by March 15th. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent. Neither parent's extended summer parent time will supersede the other parent's designated holidays in the holiday schedule.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree, the below holidays will be exercised according to Utah Code Annotated §81-9-303.

Even Years	Odd Years	Holiday and Time
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Father	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Mother	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school

Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, 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 Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at 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 the exchange at 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 the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

8. Exchanges. Exchanges shall occur at school or daycare when available, with the party ending parent time dropping the children off and the parent starting parent time picking them up. When school/ daycare isn't available, or when an exchange happens on a weekend, the parties will exchange the children at the parties' residence at 8:00 a.m., with the parent starting parent time picking the children up, unless the parties can otherwise agree.

9. Virtual Parent Time. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children. The parties will use the phones of each parent for this contact until the children have their own devices for

communication. The parties will discuss and agree on appropriate ages for the children to have their own phones and other cellular devices. Until then, neither parent is required to allow the children unrestricted access to their personal phones, and each parent may supervise the children's use of their device during such communication, but shall attempt to allow privacy for the communication. During the five day period of each party's parent time, each party shall facilitate two (2) virtual parent time visits, not to exceed ten (10) minutes, with the other party and the children. These virtual parent-time calls shall occur based upon the schedule of the parent with the children and the parties understand the need for flexibility in the scheduling of these calls, especially when traveling with the children.

10. Right of First Refusal. Each parent will have the right of first option to provide care for the minor children over any other third party if the parent responsible for the minor children is not available overnight, or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Notice will be given of the option for the right of first refusal immediately upon a parent becoming aware that care is needed. Nothing in this provision will prohibit a minor child of the parties from participating in sleepovers/lateovers with family or friends or overnight sleep-away camps during a parent's parent time.

11. Access to Information. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. Each party will sign releases as necessary to ensure the other parent will have access to all records. Electronic access to the information that is available to both parents is sufficient notice.

12. Decision Making. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of the children's current medical care providers, educators, etc., who have knowledge of the issue related to the children. The status quo will remain for school and medical care as outlined herein unless otherwise agreed upon in writing. In the event the parties still have a disagreement after meaningfully discussing the issue and consulting with any experts as outlined above, the parties shall attend mediation with an agreed upon mediator with the parties to share the cost of mediation equally. If the parties cannot agree after mediation, either party may bring the issue before the Court. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in their care. If an emergency arises, the parent exercising parent-time shall have the authority to make emergency decisions affecting the health or safety of the children. The parent exercising parent-time during an emergency shall immediately inform the other parent of the emergency and to advise and consult with the other parent regarding emergency medical treatment of the children.

13. School Choice. The children are currently attending Miss Billie's Kid's Campus and Liberty Elementary School. Provided Mark continues to reside in the marital home, the children will continue to attend these schools as long as they are eligible to enroll. Once the children reach the 5th grade, the parties agree that the children shall attend the Salt Lake Arts Academy as soon as they are eligible to enroll, provided Mark resides in the marital home. The children may attend other schools as the parties can agree.

14. Pediatrician. Dr. Zainab Kagen, the children's current pediatrician, and any other physician in Dr. Kagen's practice group will remain the children's primary medical care providers, absent written agreement between the parties. The parties will follow the advice of the primary medical care providers for all medical treatment of the children absent further agreement or Order of the Court. If there is a dispute about implementing the advice of the primary medical care providers, the dispute resolution provision shall apply.

15. Religion. Each party shall have the right to exercise the religion of their choice with the children, as long as it does not interfere with the other party's parent time. Neither parent may require the children to attend religious services that do not occur on their parent-time.

16. Communication. The parties will discuss all parenting concerns via the coparenting platform Talking Parents and will not use their children to deliver messages and agree to use their best efforts to respond to the other parent within 24 hours of the message being received via Talking Parents. In the event of an emergency or immediate time sensitive matter, the parties may use text or phone calls to communicate with the other party. The parties also agree to reasonably share photos and updates about the children to the other parent during their parent-time. Both parties will pay their associated costs of using the app, keep their subscription current and will use the app for all scheduling, communicating and reimbursement requests related to the children. The parties will also share necessary updates regarding the children, including information about health, education, school events, extracurricular activities, behavioral concerns, and any other matters affecting the children's well-being, in a timely and respectful manner through the Talking Parents App.

17. Travel. When the children travel with either parent, all of the following will be provided to the other parent as soon as arrangements are made and no less than 24 (twenty-four) hours prior to departure for domestic travel or at least twenty-one (21) days for international travel:

- a. An itinerary of travel dates including flight numbers if traveling by air;
- b. Destination, including lodging plans;
- c. Places where the children or traveling parent can be reached, and;
- d. the name and telephone number of an available third person not traveling with the children who would be knowledgeable of the children's location in case of an emergency.

- e. Both parties shall have unfettered access to the children'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 notarized documentation (if such notarized documentation is needed) between the parties and consent shall not be unreasonably withheld. The party who is traveling internationally shall be responsible for determining whether a notarized consent form is necessary based on the destination country's requirements. The parties will cooperate to timely renew the children's passports upon request of either party. Father will hold the passports since he is able to secure the passports in a safe.

- f. For any international travel Emily takes the children on, Mark shall provide the passports to Emily at least seven (7) days prior to Emily's departure day.

g. The parties shall cooperate to renew the children's passports whenever required.

h. Both parties shall have copies of the passport details.

18. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email in Talking Parents. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their children may be involved in that are not available online or through emails of the program. The parties will maintain a shared calendar to confirm the children's schedules. Placing information on the calendar shall constitute notice.

19. Relocation. Regarding the possibility of relocation, the parties shall give one another a minimum of 60 days advance written notice if they plan to move over 30 miles away from the marital home. All the provisions of Utah Code Section 81-9-209 shall also apply.

20. 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. Notwithstanding, if there is no agreement to a change for a special event, the parent-time schedule controls.

21. Mutual Restraining Orders.

a. Both parties shall be supportive of the other party's role as a parent.

Neither parent shall 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 their children's best interest.

b. Both parties are restrained from discussing adult issues related to this divorce action or co-parenting in front of the child or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent, with the children for the purpose of diminishing the relationship, or from discussing the other parent in a negative way with third parties in front of the children. Neither party will engage in questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the child is with the other parent and are restrained from allowing any other person to do so in their presence.

c. Both parties are restrained from discussing with or in the presence of the minor child any conflicts between the parties, past or present, and are to instruct third parties from doing the same. The parties are to promptly remove the child from any such situation.

d. Both parties are restrained from entering the other party's home absent express written permission of the other party.

e. The parties will not use their children 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.

f. A parent shall immediately contact the other parent if there is a safety concern regarding a child.

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

h. The parties shall not disparage the other party's family members, friends, paramour, significant other, fiancé/e, or future stepparents.

i. Both parties are restrained from discussing a potential activity (family, school, church, or extra-curricular), event, outing, event, party, vacation, or other similar events with or in the presence of a minor child of the parties prior to the parties mutually agreeing to a child participating in the same if the activity will require parental agreement to participate or will meaningfully impact the other parent's time.

j. Both parties shall be restrained from making any parent-time plans or adjusting the parent-time schedule through or in the presence of a minor child of the parties.

k. The parties shall be restrained from knowingly allowing the child to be in the presence of any illicit substance use, prescription drug abuse, or in the presence of any person under the influence of an illicit substance or prescription drugs in a non-prescribed way. The parties shall immediately remove the child from any such situation.

l. The parties shall be restrained from allowing the children to be driven by anyone who is intoxicated.

m. The parties will not allow the child to be in the presence of any individual who has consumed alcohol to the point of intoxication if there is a safety issue for the

children and will remove the minor child from such situations if they are in control of the environment in which this exposure may occur.

n. 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 their best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

o. Neither party can drink to excess in the presence of the children.

22. Roommates. The parties agree to share the name and other identifying information for any person with whom they anticipate living in their home prior to allowing said person to move in.

23. New Romantic Relationships. The parties agree to notify the other parent of the name and other identifying information for any person with whom they are in a romantic relationship prior to introducing said person to the children.

24. Child Support. Child support is calculated using a joint custody worksheet with 183 overnights to Emily and 182 Overnights to Mark. Child support is based on Emily's gross monthly income from all sources of \$6,730 (per Emily's w-2) and Mark's gross monthly income from all sources of \$5,667. The amount of support awarded under the guidelines is \$65.00. The parties agree that it is in the best interests of the children to have no support ordered. The parties have agreed to joint and equal physical custody of their children. Each will provide for the children's clothing and other necessities while in their care and shall share expenses as stated herein to ensure the children's needs are fully met without court support ordered. Therefore, complying with the guidelines and ordering an award amount resulting from use of the

guidelines would be inappropriate and the presumption in favor of using the guidelines is rebutted per Utah Code Section 81-6-202.

25. Enforcement and Modification of Support. Neither party will seek to enforce child support through Office of Recovery Services or the Court unless and until a modification of child support is ordered by the Court to enter an amount of support owing to one party from the other. The deviated order shall only be modifiable as follows: 1) If either party is not reasonably providing for the children's needs while in their care so as to shift the burden of support; 2) If the custody schedule changes from equal time, or 3) If the costs of health insurance increase such that the parent providing for medical insurance is paying more than twice the amount in health insurance cost than the child support amount that would otherwise be ordered under the guidelines.

26. Medical Insurance. Emily shall continue to maintain the current policies of medical insurance coverage, including medical, dental and vision insurance, for the parties' children at their sole cost so long as it is available to them at a reasonable cost through their employer and so long as child support is waived as outlined above. If child support is modified to be ordered in the future, the parties shall share the cost pursuant to Utah Code 81-6-208. If any of the medical insurance policies are no longer available at a reasonable cost through their employment, Emily shall secure new insurance for the children and be solely responsible for the out of pocket cost for the premiums so long as reasonably obtainable at a similar cost. Emily shall notify Mark of the policy terms and premium amounts annually upon renewal each year and shall also notify him upon any change of insurance carrier, premium, or benefits within thirty (30) days of the date they first knew of the change. The parties may enter into a written

agreement to vary from the provisions of this paragraph without amending the order arising therefrom.

27. Double Coverage. In the event the children are covered by both parties' health insurance, Emily's health insurance shall be designated as primary coverage and Mark's health insurance shall be designated as secondary coverage. If a parent chooses to double cover the children, they shall pay the additional policy cost at their sole expense. The parties may enter into a written agreement to vary from the provisions of this paragraph without amending the order arising therefrom.

28. Non-covered Medical Expenses. The parties shall equally share the out-of-pocket costs of the children's non-covered medical expenses. Medical expenses include prescription costs, deductibles, co-pays, co-insurance costs and any other out-of-pocket costs actually incurred for the children's care, including but not limited to: physical healthcare, mental healthcare, vision, eyewear, orthodontia, dental, and preventative care. The party incurring such an expense shall provide written verification of the expense and proof of payment to the other parent within thirty (30) days of receiving notice of the final out-of-pocket expense. The other party shall pay their portion of the incurred expense upon receipt of written verification of the final expense pursuant to Utah Code Section 81-6-208 within thirty (30) days. Verification of the expense and proof of reimbursement shall be provided in writing through the co-parenting app.

29. Child Care Costs. The parties shall share equally all reasonable and necessary work-related childcare costs, subject to the notice provisions contained above regarding the first right of refusal. The parties will first utilize unpaid care arrangements if available through family or friends known to the children before incurring work related childcare costs with the

expectation of reimbursement. The name and contact information for any childcare providers shall be provided to each parent and any child care providers shall have both parent's numbers when watching the children.

30. Extracurricular Activities. The parties shall mutually agree in writing in advance on any extra-curricular activity in which a minor child may participate if shared costs and/or participation of both parties are anticipated. If a party commits a child to an activity without the prior written consent of the other party, the non-consenting party shall have no obligation to participate in the costs and expenses associated with the activity or for the practices and participation of the child in the activity during their parent-time. Either party may attend performances, games, etc. regardless of whether the party approved of or paid any portion of the extra-curricular activity. Both parties shall ensure that the minor children have appropriate safety gear and training for all activities in which they participate.

31. Cell Phones. Neither parent shall obtain a cell phone for the minor child or allow them to obtain a social media account without the advanced written agreement of both parents. Any accounts for the minor children on any devices shall be equally accessible to both parents to monitor the children's safety. Both parents shall have administrator privileges, logins and passwords for all children's accounts.

32. School Fees. The Parties shall share equally all mandatory public-school fees and the cost of school lunch for the minor children. The parties shall also equally pay for the cost of school registration, book and yearbook fees, labs fees, field trips, and similar types of education related fees for the minor children.

33. Alimony. Both Parties are capable of fully supporting themselves without the need of support from the other Party. They each therefore waive any claim for spousal support, and alimony is forever barred.

34. Solar Panels. Mark is assuming the marital debt of \$18,000 for the solar panels and this debt is included in the agreement regarding division of the marital estate.

35. Marital Home. The parties acquired an interest in a home and real property located at 286 E Hubbard Ave, Salt Lake City, 84111. The parties agree that the marital home is valued at \$610,000 based upon an appraisal, The current mortgage obligation is ~\$235,072. Mark is awarded the marital home, subject to the mortgage obligation and all other liabilities thereon, upon payment of the property settlement and assumption of the mortgage obligation as stated herein. The Mortgage is currently held in both parties' names. Mark shall refinance or otherwise remove Emily's name from the Mortgage obligation and no later than 180 days (one hundred and eighty) days from the entry of this Decree of Divorce. Mark shall begin the process of removing Emily's name immediately upon entry of this Decree of Divorce. Mark will pay for the refinance costs. Mark shall assume, pay, hold Emily harmless and indemnify them from the mortgage, property taxes, insurance, utilities and any other costs or other liabilities associated with the marital home as of the date of signing of the Agreement:

a. Emily shall sign a quit claim deed to remove their name from the marital home in conjunction with the removal of their name from the Mortgage contemplated herein upon request by the lender to facilitate the timely completion of the transfer into Mark's name. Emily has already moved out of the marital home.

36. Failure to Pay Property Settlement or Assume Mortgage. If Mark is unable to remove Emily's name from the Mortgage within the time frame stated herein and/or is unable to pay the property settlement as provided in paragraph 39 below, the home will be immediately listed for sale and sold at the earliest possible date. Emily will be entitled to interest at the then current judgement rate for any unpaid amounts owing on the property settlement to accrue from the date it is due through the date of sale. Mark shall also timely pay all mortgage payments during the refinance period and shall provide Emily with verification via a screen shot through Talking Parents App of the payments when they are made during the refinance period. If Mark misses a mortgage payment during the refinance period, the home will immediately be listed for sale and the payments owing on the property settlement will be accelerated. No later than 14 (fourteen) days from the date of any missed mortgage payment during the refinance period, or upon failure to pay the property settlement or timely complete the refinance as contemplated herein, Mark will list the home for sale with a Certified Divorce Real Estate Expert acting as the Realtor and will sell the home pursuant to this Decree of Divorce. At Emily's election, they can propose three (3) Realtor's to Mark and Mark can choose from their three options. Mark will be in charge of the sale and will follow the Relator's listing requirements and advice on staging, cleaning and maintaining the home, any necessary repairs for sale listing price, evaluation of offers, counteroffers, etc. Mark will cooperate with all showings as directed by the Realtor. Emily will have equal access to information from the Realtor to be kept in the loop on offers and counters and the agents' advice regarding the sale. Both parties will cooperate with the Realtor to timely pursue the sale, will follow the Realtor's advice and will sign all necessary documents for the sale. At closing, the proceeds will be divided as follows:

a. First, the remaining Mortgage and all costs of sale or other required payments to clear title for the transaction will be paid;

b. Second, Emily will receive any unpaid amounts owing on the property settlement in paragraph 39 below, including any interest amounts owing on any missed payments;

c. Third, the remaining proceeds will be awarded to Mark.

37. Property Settlement. To equalize the division of the marital estate, Mark will pay to Emily a global cash property settlement in the amount of \$125, 000.00 (one hundred and twenty-five thousand dollars). Mark will pay this amount in full to Emily no later than one hundred and eighty (180) days from entry of this Decree of Divorce.

38. Checking and Savings Accounts. There are no joint bank accounts. If any are found, the parties will cooperate with each other to share the amounts equally and close the account. Each party shall receive the accounts currently held in their respective names free of any claim by the other party.

39. Financial Accounts. During the course of the marriage, the parties acquired an interest in a financial account, namely Public Account #1400-14. This account has been liquidated and the proceeds equally divided between the parties. There are no other joint financial accounts.

40. Retirement. During the course of the marriage, the parties acquired interests in retirement accounts. Emily's Accounts are as follows: Fidelity Retirement Savings UUHC 403b, Fidelity Retirement Savings UUHC 401a, and Fidelity Retirement Savings UUHC 457b. The Fidelity 403(b) account has a loan associated with the account. Mark's Accounts are as follows:

Ameriprise Roth IRA #8287, and Ameriprise IRA #2398. To equalize the marital estate the parties agree that Mark will make a one time transfer of \$10,256.00 (ten-thousand two hundred and fifty-six thousand dollars) from his Ameriprise #2398 IRA account to an account of Emily's choosing. The IRA accounts should be transferable by transfer form with the parties to cooperate to complete the forms. Mark will obtain the appropriate transfer from Ameriprise and will cooperate to complete and submit the form for the account division. If a Domestic Relations Order is required to make the transfer from Mark's account to Emily's account, Emily will pay the cost for the preparation of the Order. Mark will cooperate to facilitate the transfer. Each party is awarded all other funds held in their respective retirement accounts free of any claim by the other party and without further division.

41. Vehicles. Emily shall be awarded the 2018 Toyota Sienna. The parties shall cooperate to remove Mark's name from the title on the vehicle (if applicable) within forty-five (45) days from the date of this Decree of Divorce. Emily shall be fully responsible for their vehicle, including maintaining and paying on time any and all insurance, taxes, registrations fees, emissions testing, tires, repairs, maintenance, upkeep, oil changes, gasoline, etc.

42. Personal Property. The parties personal property is awarded as currently divided except as otherwise stated herein. Each party is awarded their personal effects and clothing. Emily is awarded their premarital personal property, namely their musical instruments and premarital bicycle(s). There are a few boxes Emily left at the home that contain craft supplies, books, unfinished projects, etc. Emily may retrieve those items at a mutually agreed upon time within the thirty (30) days of the entry of this Decree of Divorce.

43. Responsibility for Debts. During the course of the marriage, the parties acquired multiple marital debts. Each party shall take the debts held in their individual name. The solar panel debt is attached to the marital home and shall be assumed and paid by Mark, holding Emily harmless and indemnifying Emily thereon. The value of the solar panel debt has been included in the marital home value set forth herein. Respecting any other debts not described herein, the debt shall be the sole responsibility of the party who incurred the debt. If either party has incurred debts in the other party's name without that other party's knowledge, the person creating the debt shall be solely responsible for that debt. Regarding any and all debts and/or other obligations assigned to one party under the terms hereof, they alone shall be responsible for the same, and shall defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same. Both parties are entitled to provide notice to creditors respecting the division of debts between the parties, including a copy of the Agreement and this Decree of Divorce arising therefrom.

44. Taxes. For the 2026 tax year and every year thereafter, the parties shall file separately.

45. Child Tax Credit and Dependents. The Parties shall equally share the child tax credits with Emily claiming the youngest child and Mark claiming the oldest child every year. When the oldest child is no longer eligible for the child tax credit, the parties shall alternate claiming the youngest child to share the child tax credit each year with Emily claiming the credit in tax years ending in an odd number and Mark claiming the credit in tax years ending in an even number until eligibility lapses. The parties shall cooperate with each other to provide any

necessary documentation to carry out the terms of this paragraph, e.g., by signing and delivering IRS Form 8332.

46. Responsibility for Assets. Except as otherwise specifically provided herein, as to any and all assets awarded to a party under the terms hereof, that party alone shall be fully responsible for all costs, liabilities, and/or obligations associated with such assets, including, but not limited to, debts, taxes, repairs, maintenance, upkeep, registration fees, insurance costs, fuel, etc., and they shall defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same.

47. Legal Fees. Each party shall pay their own attorney fees and legal costs incurred herein through the date of entry of this final Divorce Decree arising from the Agreement.

48. Maiden Name. Emily shall be restored to their maiden name of Emily Bailey if they so desire.

49. Cooperation. The parties shall be obligated to cooperate with each other and to perform in good faith all acts necessary to carry out the terms hereof. Each party shall execute and deliver to the other, in a timely manner, any and all documents reasonably necessary to carry out the terms hereof.

50. Default. In the event either party defaults in their obligations stated herein, the party in default shall be liable to the other party for all reasonable expenses, including reasonable attorney fees and court costs, incurred in the enforcement of the obligations created by the Agreement and created by this final Divorce Decree arising from the Agreement.

51. Mediation. In the event of any future dispute or disputes between the parties, such as a petition to modify, the parties shall mediate in good faith with a mutually agreed upon

neutral mediator. Mediation must occur prior to any court hearing, except in emergency situations, or on motions to enforce the terms herein. The parties shall equally share the mediator's fee. If the parties cannot agree on a mediator, the Court shall appoint a mediator. A written record shall be prepared of any agreement reached in mediation and provided to each party. If the Court finds that one party has used or frustrated the mediation process without good cause, the Court may award attorney fees, costs, and other financial sanctions to the other party.

52. Satisfied with Disclosures. Each party here represents and warrants that they have fully and completely disclosed to the other party all of their marital assets and liabilities of every kind and nature known to them, that the terms stated in this document encompass and address all such assets and liabilities, and that there are no assets or liabilities that have not been addressed in connection with the final settlement of this divorce matter. Each party is satisfied with their knowledge of the financial matters agreed upon herein and specifically represents that the Agreement is a fair and reasonable resolution of the issues in this divorce matter given all the facts and circumstances of the marriage.

IT IS HEREBY ORDERED:

That Judgment be entered accordingly.

End of document - *See electronic signature, date and seal on first page.*

APPROVED:

/s/ Emy Cordano * July 2, 2026

EMY CORDANO Dated

Attorney for Respondent

**Signed with the written permission of Emy Cordano*

