



David B. Nielson (16531)
david.nielson@dentons.com

Tre N. Harris (18405)
tre.harris@dentons.com

DENTONS DURHAM JONES PINEGAR, P.C.

1557 W Innovation Way, Ste. 400

Lehi, Utah 84043

Telephone (801) 375-6600

Attorneys for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT SALT LAKE COUNTY, STATE OF UTAH	
In the matter of the marriage of: BRAD LOUIE, Petitioner, and SHAWNA LOUIE, Respondent.	DECREE OF DIVORCE Case No. 264900735 Judge Adam Mow Commissioner Russell Minas

This matter comes before the Court on Petitioner’s Petition for Divorce and Respondent’s Counter Petition for Divorce. On July 13, 2026, the parties, Petitioner Brad Louie (“Brad”) and Respondent Shawna Louie (“Shawna”) entered a Stipulation (“Stipulation”) (DN 45). Having reviewed the final documents, and based on the Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The marriage contract heretofore existing between Petitioner and Respondent is dissolved. The divorce and all related financial issues are now absolute and final immediately upon the signature of the Court and the filing by the Clerk of this Decree of Divorce.

2. The parties have one minor child born as issue of their marriage, to wit: G.A.L., born 12/10/18.

3. Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor child and has jurisdiction to make an initial custody determination under Utah Code 78B-13- 201(1), in that the child has lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

4. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

MINOR CHILD

5. Neither party is receiving any public assistance for the benefit of the dependent child.

6. There are no proceedings for custody, child support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor child filed or pending in the Juvenile Court of this or any other state.

7. **Custody:** The parties will share joint physical custody subject to the parenting time listed below.

8. The parties will share joint legal custody. A parenting plan is included herein.

9. **Parent-Time:** The parties are equal parents and will exercise parent-time

accordingly. The parties should have parent-time as they can agree. If the parties are unable to agree, then parent-time should be as follows:

10. During the school year, Shawna should have the child from Monday morning through Friday morning each week with a drop off to school, and Brad should have the child from Friday morning through Monday morning with a drop off to school on all weekends except one weekend per month, which should remain with Shawna. Shawna will have the second weekend of every month unless otherwise agreed upon by the parties. When school is not in session, exchanges will occur at 9 AM.

11. In addition, Shawna guarantees Father two (2) additional weeks of parent-time during the school year. These will coincide with Shawna's scheduled business travel if she has such. Shawna will make this schedule available to Brad when the trips are scheduled. In the event Shawna does not have a business trip, Brad is still entitled to the two additional weeks, and the parties will work together to schedule these weeks, which may be consecutive.

12. **Summer Parent-Time:** During the summer break, Brad should exercise sixty percent (60%) of the available parenting time and Shawna should exercise forty percent (40%), as outlined below:

Monday	Tuesday	Wednesday	Thursday	Friday	Sat	Sun
Dad	Dad	Dad	Dad drops off Mom	Mom	Mom	Mom
Mom drops off Dad	Dad	Dad	Dad drops off	Mom drops off	Dad	Dad

			Mom	Dad		
--	--	--	-----	-----	--	--

13. **Extended Summer Parent-Time:** Extended Summer parent-time visitation should be as the parties agree. If the parties do not agree, extended parent time will be as follows:

a. Mother is entitled to two weeks of uninterrupted parent time, subject to the notice provisions outlined below.

b. Father is entitled to four weeks of uninterrupted parent time, subject to the notice provisions outlined below. However, the second two-week block of uninterrupted parent-time may not be consecutive.

2. **Notice Regarding Summer Parent-Time:** Each parent shall provide notice of their plans to exercise extended parent time pursuant to Utah Code 81-9-302 as follows:

a. **Odd Years:** Brad shall provide notice to Shawna by May 1; and Shawna shall provide notice to Brad by May 15.

b. **Even Years:** Shawna shall provide notice to Brad by May 1; and Brad shall provide notice to Shawna by May 15.

c. **Second uninterrupted election:** Brad will provide notice of his second election by May 21.

d. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent.

e. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the schedule for summer break for the other parent.

3. **Holidays:** The holiday schedule should be as the parties agree. If the parties cannot

agree, then holiday parent-time should be consistent with Utah Code 81-9-302, subject to the adjustments included herein, as listed visually in the chart below.

4. The holiday parent-time schedule provided in Utah Code 81-9-302 is as follows:

Even Years	Odd Years	Holiday and Time
Dad	Mom	Lunar New Year: Beginning at 5:30 pm the night before and ending at 8:30 pm the day of Lunar New Year. This holiday will take precedent over any other holiday.
Mom	Dad	Martin Luther King Jr. Holiday (1) Holiday begins: a. At the time that the school is dismissed for Dr. Martin Luther King Jr. day; or b. Friday at 5:30pm at the election of the parent granted the holiday (2) Holiday ends at 8:30 pm on Dr. Martin Luther King Jr. day
Dad	Mom	President's Day (1) Holiday begins : a. At the time that school is dismissed for President's Day; or b. Friday at 5:30pm at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on the day before school resumes.
Mom	Dad	Spring Break (if not attending Waterford) (1) Holiday begins at: (a) the time that 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 at 8:30 p.m. on the day before school resumes.
Dad	Mom	Spring Break (if attending Waterford, first half) (1) Holiday begins at: (a) the time that 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 at 8:30 p.m. on the mid point of spring break.
		Spring Break (if attending Waterford, second half) (1) Holiday begins at:

Mom	Dad	(a) at 8:30 p.m. on the mid point of spring break. (b) (2) Holiday ends at 8:30 p.m. on the day before school resumes.
Dad	Mom	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 at 8:30 p.m. on Memorial Day.
Dad	Mom	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 8:30 p.m. on the day following Juneteenth National Freedom Day.
Mom	Dad	Independence Day - July 4th (1) Holiday begins on July 3rd at 5:30 pm. (2) Holiday ends on July 5th at 8:30 pm.
Dad	Mom	Pioneer Day - July 24th (1) Holiday begins on July 23rd at 5:30 pm. (2) Holiday ends on July 25th at 8:30 pm.
Mom	Dad	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 at 8:30 p.m. on Labor Day.
Mom	Dad	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 school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.

Dad	Mom	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.
Dad	Mom	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 at 8:30 p.m. on the day before school resumes.
Mom	Dad	First Half of Winter Break (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.
Dad	Mom	Second Half of Winter Break (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.
Mom	Dad	The day before or after child's birthday (1) Holiday begins at 3:00 pm (2) Holiday ends at 8:30 pm
Dad	Mom	Child's actual birthday (1) Holiday begins at 3:00 pm (2) Holiday ends at 8:30 pm
Dad	Dad	Father's Day (1) Holiday begins at 5:30 pm on the day before Father's Day (2) Holiday ends on Father's Day at 8:30 pm
Mom	Mom	Mother's Day (1) Holiday begins at 5:30 pm on the day before Mother's Day (2) Holiday ends on Mother's Day at 8:30 pm

17. **Transportation:** Wherever possible, parent-time exchanges should occur through

the child's school/daycare, wherein the parent ending their parent-time timely drops the child off at school/daycare and the parent beginning their parent-time picks the child up from school/daycare. In all other instances, the parent beginning his or her parent-time should be responsible for transportation and the exchanges should occur curbside. In a curbside exchange, the retrieving parent should remain within an arm's distance of their vehicle and the other parent should remain within an arm's distance of their home. The parties are restrained from speaking to one another during the exchange. The parties should be mindful of the importance of promptness when parent-time exchanges occur outside of the child's school/daycare. When school is not in session, exchanges should occur at 9 AM.

18. If either party is unavailable to personally transport the child for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the child, the parent who elected that individual should immediately provide the other parent with that third party's name and contact information.

19. **Right of First Refusal:** Pursuant to Utah Code 81-9-202(13), parental care is presumed to be better for the child than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time for a period of more than six (6) hours, including overnight, they should have the right of first refusal. A parent exercising the right of first refusal should be solely responsible for picking the child up and dropping them back off.

20. **Virtual Parent-Time:** Both parents should allow the minor child unmonitored phone

access to the other parent for a reasonable duration and at reasonable hours.

21. **Address and Phone Number:** The parties should keep each other informed of their address and telephone number at all times.

CHILD-RELATED FINANCES

22. **Child Support:** Shawna is employed full-time and earns a gross monthly income of \$4,166 for purposes of calculating child support. Brad is employed full-time and earns a gross monthly income of \$7,500 for purposes of calculating child support. The joint custody worksheet should be used to calculate child support, strictly for the purposes of calculating child support Shawna will be calculated at having 183 overnights and Brad 182. In accordance with Utah Code 81-6-203 and the joint custody worksheet, Brad should be ordered to pay child support to Shawna for the parties' child in the amount of \$173 per month.

a. The child support will be paid until (1) a minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 80-7-105.

b. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

c. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9-104. Any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to

existing and future payers.

d. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

2. **Medical Insurance Coverage:** Brad is currently covering the minor child with medical insurance. He will continue to do so. The party with the best coverage should be ordered to maintain in force any and all health insurance for the minor child, when it is available at a reasonable cost and the insurance coverage is accessible to the child. In the event Shawna obtains health insurance, the parties will determine whose insurance is better for the minor child, and that should be the primary policy, with the other party's insurance being secondary.

3. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and should retain the same designation for primary or secondary insurance as described above.

4. If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- a. Reasonableness of the cost;
- b. Availability of a group insurance policy;
- c. Coverage of the policy; and
- d. Preference of the custodial parent.

26. The party who carries the insurance on the child should provide verification of

coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment on or before January 2 of each calendar year. That party should notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

27. Medical Insurance Premiums: In accordance with Utah Code 81-6-208(3)(d), both parties should 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 for the family and is calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by one. The insurance premium should be automatically added to or subtracted from the child support obligation above.

28. Out-of-Pocket Medical Expenses: Each party should pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor child including, but not limited to: out-of-pocket costs actually paid by either parent for the minor child's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent child and actually paid by either parent.

29. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor child should provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

30. **Notice to Medical/Dental Expense Creditors:** Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105, and Utah Code 81-4-501(2)-(4), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Utah Code 81-4-501(2)-(4), 81-4-204, or 81-6-208, or an administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

a. Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor child;

b. Notify the particular creditor of that party's current address; and

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

31. **Childcare:** Each party should be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. *Utah Code 81-6-209.* If a family member is providing childcare, then it should be presumed that those services are being provided free of charge. The parties should provide written verification of the cost and identity of the childcare provider to the other party, and should promptly notify the other party of any changes. Written verification of the costs and payment for the expenses should be provided to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring childcare expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

32. **Taxes:** The parties should alternate years wherein each may claim the child as a tax exemption and be awarded any tax credits related to the child for the purpose of calculating

their State and Federal income taxes, beginning with Brad claiming the child for tax year 2026 and Shawna 2027.

33. Brad's ability to claim the exemption/credits for the minor child should be conditioned on him being current on December 31st of that tax year in his support obligations to Shawna.

34. Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

35. **Extracurricular Activities:** Until the sale of the Las Vegas home, the parties will follow the current status quo regarding sports, Shawna is paying at this time and thus has control over the terms of these activities. Upon the sale of the Las Vegas home, the following provision will apply.

36. If the parties have agreed in writing to the child's participation in an extracurricular activity, then they should equally share the costs associated therewith. Neither party is obligated to facilitate the child's participation in an extracurricular activity during their parent-time if they did not agree to the child's involvement.

37. Written verification of the costs and payment for the extracurriculars should be provided to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring extracurricular expenses may be denied the right to receive credit for the expense or to recover the other party's share of the

expenses if that party fails to comply with this provision.

38. Education-Related Expenses: The minor child's private school tuition should continue to be paid through the child's education fund as it is currently being paid. Should parties no longer have access to the education fund account, the child should be removed from private school. Should the child attend public school, the parties should be equally responsible for any and all of the child's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

PARENTING PLAN

39. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

40. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

41. Neither party will post the child on any social media accounts other than their personal accounts.

42. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor child of the parties (or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs,

feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the child and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the child.

43. 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 co-parent the child in a way that promotes the child's best interest.

44. The parties are further enjoined from discussing custody or this divorce action with the child in any way or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

45. The parties are 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 are with the other parent and from allowing any other person to do so.

46. 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.

47. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

48. The parties shall not allow third parties to act in any way that they themselves are

prohibited from acting and shall remove the child from any situation in which the other parent is being disparaged in any way.

49. **Name likeness and image of child:** Neither party will use the name likeness or image of the minor child in any business capacity without the express written permission of both parents.

50. **Communication:** Each party is restrained from using the minor child as a messenger for any purpose. The parties shall share all information about the child regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the child shall be provided to the other parent as soon as practical.

51. The parties will communicate only regarding issues relative to the welfare of the minor child, and division of personal property. The parties may use text message or a phone call only in the event of an emergency. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties will refrain from sending multiple messages in a day and each party will make their best efforts to respond to any messages within 24 hours.

52. **Child Rearing:** The parties shall focus their attention on conversations about the child rather than each other. The parties shall encourage the child to understand that differences in parenting styles and households occur, and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the child so long as it is not detrimental to the child's

development.

53. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: bedtime, homework, types of movies and video games the child are allowed to watch/play, and frequency of television and computer time. Should the child complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the child in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the child.

54. **Medical Information:** Both parties have the right to obtain medical information on the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

55. **Educational Information:** Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

56. **Notice of Activities:** Both parties will have the right to be notified by the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend.

57. **Decision-making:** All major decisions concerning the child, including health,

education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue
- b. Develop possible solutions
- c. Choose the most sensible solution that considers the needs and interests of everyone involved

58. Tie-Breaking Procedure: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, the parties will attend mediation and split mediation costs evenly.

59. Enforcement: The parties may bring enforcement issues relating to the child to the Court without first mediating.

60. Education: The child will attend school at Waterford School so long as Brad's parent's continue to pay for it.

61. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

62. Day-to-Day Decisions: Whichever parent has the child in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

63. **Implementation of Treatment:** Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the child as prescribed by a doctor.

64. **Religion:** The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents. Both parents are free to choose an appropriate religion to participate in with the child and are likewise free to refrain from being affiliated with a religion. If the minor child express interest in learning about other religions, the parties shall support the same.

65. **Out-of-State Travel:** Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9- 202(19).

66. **Relocation:** The parties will follow the notice provisions of Utah Code 81-9-209, with the exception that the mileage distance will be reduced to fifty miles.

67. **Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent will or allow others to permanently change the appearance of the child's body, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

68. **Corporal Punishment:** The parties will refrain from using corporal punishment with the minor child and shall keep third parties from doing so.

69. **Romantic Partners:** The parties shall not have romantic or unrelated opposite sex

guests spend the night while the child is present unless they are in a serious relationship (dating for more than ninety days).

70. **Mediation Before Litigation:** If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator. The parties may bring enforcement issues related to the child before the Court without first mediating.

DEBTS AND OBLIGATIONS

71. During the course of the marriage, the parties acquired certain debts and obligations. Each party should be ordered to assume and pay the debts and hold the other harmless from liability as follows:

Debt	Approximate Balance	Responsible Party
<i>B - AMEX 12005</i>	\$30,061.11	Split and paid by the sale of the Las Vegas home at the time of sale. Until the home sells, Brad will continue to make the minimum payments.
<i>B - AMEX 71009</i>	\$20,503.13	Split and paid by the sale of the Las Vegas home at the time of sale. Until the home sells, Brad will continue to make the minimum payments.
<i>B- AMEX 21002</i>	\$24,683.00	Split and paid by the sale of the Las Vegas home at the time of sale. Until the home sells, Brad will continue to make the minimum payments.
<i>B - Chase 8190</i>	\$33,907.00	Split and paid by the sale of the Las Vegas home at the time of sale. Until the home sells, Brad will continue to make the minimum payments.
		Split and paid by the sale of the Las Vegas home at the time of sale. Until the home sells, Brad

<i>B - Wells Fargo 5472</i>	\$5,316.87	will continue to make the minimum payments.
<i>B - Citi Bank 6886</i>	\$5,185.97	Split and paid by the sale of the Las Vegas home at the time of sale. Until the home sells, Brad will continue to make the minimum payments.
<i>B - Citi Bank 5531</i>	\$15,714.44	Split and paid by the sale of the Las Vegas home at the time of sale. Until the home sells, Brad will continue to make the minimum payments.
<i>B - Principal 711112</i>	\$27,059.39	Brad
<i>S - Discover</i>	\$15,232.42	Shawna
<i>S - MACU</i>	\$24,851.87	Shawna
<i>S - Nordstrom Visa</i>	\$11,555.63	Shawna
<i>S - Business AMEX</i>	\$1,821.64	Shawna
<i>S - Bank of America</i>	\$3,455.62	Shawna

Any of the debts listed above that must be paid through the sale of the Las Vegas home must be satisfied within thirty days of the sale. In addition, any of the above debts or cards that are in both parties names must be fully satisfied and closed within thirty days of the sale of the Las Vegas home.

72. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

73. The parties are aware of no other joint debts. To the extent the parties later discover

any joint debts, the party who incurred the debt will be responsible for paying off that debt and will indemnify and hold the other party harmless from such debt. The parties will each be responsible to pay off their own separate debts, including their own respective credit cards.

PERSONAL PROPERTY

74. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which should be divided as follows:

Property	Awarded To
2021 BMW X5	Brad Louie
Audi A3	To be sold and the equity split evenly between the parties.
2023 Tesla Model Y	Shawna Louie, Brad agrees to repair the Tesla to the state it was in prior to the incident where he crashed it into the house.

75. The parties will split up all other property as they can agree. If there is disagreement as to dividing certain items, those items will be put into a master list by the parties. The parties will then alternate picking items from that list. A coin will be flipped to determine who goes first.

76. Besides those items listed above, each party shall be entitled to any personal property brought into the marriage. Also each party is entitled to any inheritance they have received as their separate property. Items gifted to either party individually during the course of the marriage belongs to the party who received the gift.

77. The issue of who receives the twenty dollar gold coin in the gold setting and the gold chain will be reserved. If the parties cannot reach agreement on this issue, they will

take this one issue to a mutually-agreed-to arbitrator for a final decision.

78. **Secured Debt:** Each party being awarded property should also be responsible for the debt associated therewith.

79. **Accounts:** The parties do not have any financial accounts to be divided.

80. **Personal Belongings:** Each party should be awarded their own personal belongings.

81. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

RETIREMENT ASSETS

82. During the course of the marriage, Shawna Louie and Brad Louie have acquired pensions, retirement benefits, 401(k)s, IRAs and/or deferred compensation plans. The parties should be awarded the pensions, retirement benefits, 401(k)s and/or deferred compensation plans in their own name as their separate asset, free and clear of any claim by the other party.

REAL PROPERTY

83. During the marriage, the parties have acquired an interest in two real properties, commonly known as 5356 W. Burntside Ave, South Jordan, UT 84009 and 9978 Erie Stream Way, Las Vegas, NV 89148 (Las Vegas Property).

84. The Las Vegas property should be sold as soon as reasonably practicable and both parties shall take any and all actions necessary to sell the house and will not in any way stand in the way of the sale.. Equity should be calculated by subtracting any and all expenses of the sale and all mortgages or liens against the property from the sale price of the homes. The

proceeds from the home will then be used to cover all agreed upon joint marital debt before dividing the remainder of the equity between the parties. The parties will divide the equity, one-half to each, but Brad will pay Shawna an additional \$15,000 from his share of the equity. The parties agree that an appraisal is not necessary.

85. Brad shall have the option to buy out Shawna's interest in the marital home. The parties shall contact Jerry Webber within seven (7) days of the entry of this Stipulation to perform an appraisal of the marital home. The fair market value of the home shall be determined by the appraisal completed by Jerry Webber. The assessment should be calculated as if there were no damage to the home from where Brad crashed into it recently. The net equity in the marital home shall be calculated by taking the appraised fair market value and subtracting all mortgages, liens, and customary costs associated with the property. Brad shall pay Shawna one-half (1/2) of the net equity and complete the buyout within ninety (90) days of the appraisal. If Brad fails to complete the buyout within ninety (90) days after the appraisal is completed, the marital home shall be listed for sale as provided elsewhere in this Stipulation. Both parties will sign whatever documents necessary for refinance or mortgage assumption within 48 business hours of being presented those documents.

86. Brad will receive the rental income from the Las Vegas home until it sells. Brad will assume all mortgage payments on the South Jordan Home.

87. Shawna will move out of the marital home within seven days of receiving payment of her share of equity in the marital home or the sale of the Las Vegas home, whichever occurs earlier.

MISCELLANEOUS

88. **Alimony:** Both parties to this action are able-bodied and employed, and neither party should be awarded any alimony from the other

89. **Delivery of Documents and Duty to Sign Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

90. **Interpretation/Applicability:** This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

91. **Severability:** If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

92. **Disclosure:** The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets

and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

93. Full Settlement: Contingent on the court entering final orders fully consistent with the terms hereof, their Agreement shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them. Both parties acknowledge that their Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read their Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable, and in the best interests of the parties' child.

94. No Construction Against Drafter: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting their Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule

requiring construction against the drafting party.

***** Entered by the Court as indicated by the Court's seal at the top of the first page. *****

Form of the order approved by:

/s/ *Jamin Seegrist

Jamin Seegrist, Counsel for Shawna Louie

*Signed with permission via email on 7/23/26.

CERTIFICATE OF SERVICE

I certify that on July 16, 2026, I served a copy of the foregoing, via email, to the following:

Jamin Seegrist
Counsel for Shawna Louie

/s/ Tasia Ottesen