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Attorneys for Petitioner Brian Ross

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

In the Matter of the Marriage of: BRIAN PAUL ROSS, Petitioner, and ANNELISE CANNON ROSS Respondent.	DECREE OF DIVORCE Case No.: 254905513 Judge: Derek J. Williams Commissioner: Kim M. Luhn
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This matter comes before the Court on the parties' Stipulation and Settlement Agreement ("Agreement"), which was signed on May 18, 2026 and filed with the Court on May 29, 2026. Petitioner Brian Ross ("Brian") was represented by his counsel Sadé A. Turner and Julianne Coomer of the law firm of Strong & Hanni PC and Respondent Annelise Ross ("Annelise") was represented by her attorney Marty Olsen of Olsen & Olsen.

The Court having reviewed and accepted the agreement of the parties, and entered its Findings of Facts and Conclusions of Law, now ORDERS, ADJUDGES, and DECREES as follows:

1. Residency and Jurisdiction. The parties are bona fide resident of Salt Lake County, State of Utah, and have been for at least three months prior to the filing of this action.

2. Marriage Statistics. The parties were married on May 16, 2003, in Salt Lake City, Utah and are currently married. The parties physically separated on or about August 7, 2024.

3. Grounds. During the marriage, differences have arisen that cannot be reconciled, and the marriage is irretrievably broke. The parties shall be awarded a Decree of Divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. §81-4-405(1)(h).

4. Public Assistance. The parties are not currently receiving any public assistance.

5. Simultaneous Proceedings. Pursuant to Utah Code Ann. §81-11-206 [renumbered as of 9/1/2025], the parties began child custody proceedings in Guilford County, State of North Carolina, while they were still residing there before returning to Utah. Under North Carolina law, a one-year waiting period is required before a Decree of Divorce may be entered. A Custody and Child Support Consent Order was entered by the Court on August 12, 2024 (Case No. 24-CvD-3980). The Order has been filed as Exhibit 1 to the Petition for Divorce.

CHILDREN AND CUSTODY

6. Children. There are four children born of this marriage, two of whom are minors, namely: Sar.R, born January 2010; and W.R., born March 2015. Annelise is not currently pregnant, and no additional children are expected of the marriage.

7. Uniform Custody Child Jurisdiction and Enforcement Act. Utah is the home state of the minor children pursuant to Utah Code Ann. §81-13-201(1)(a) [renumbered as of 9/1/25] in that the children have resided in Salt Lake County, State of Utah for at least the past six months.

8. Joint Legal Custody. The parties shall share joint legal custody of the minor children, consulting each other on all material issues. If the parties disagree with one another then they shall follow the decision-making process outlined below titled “final decision making,”

9. Final Decision-Making Process. Significant decisions such as education, non-emergency health care, religious upbringing, dental/orthodontic, mental health shall be made jointly. The parties shall use the following decision-making procedure as their guide:

- a. The parties shall initially identify the issue.
- b. The parties shall inform each other when issues arise regarding the children and will do so within a reasonable period, prior to making significant decisions regarding the children.
- c. The parties shall consult the relevant professionals in the field (e.g., doctors, mental health professions, dentists, religious and school leaders
- d. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party and listen to and attempt to understand the other

parent's perspective.

- e. The parties shall brainstorm all possible solutions related to those specific issues and use the most sensible resolution that considers the needs and interest of everyone involved, particularly the children, in an attempt to reach a resolution in the best interest of the children.
- f. Should the parties be unable to come to an agreement after following this decision-making process, the parties shall submit the issue to arbitration within sixty (60) days of written notice. The parties shall act in good faith in scheduling arbitration at the soonest availability. The cost of arbitration shall be shared equally between the parties. However, the arbitrator shall have the authority to reallocate any cost or reimbursement of attorney's fees, expenses including the cost of the arbitrator to either party. Pending arbitration, the parties shall maintain the status quo. Should the parties fail to submit to arbitration within sixty (60) days, either party may file a Motion to have the issue resolved by the Court. This provision shall not inhibit either party from making a decision regarding immediate medical intervention.

10. Joint Physical Custody and Parent-Time. The parties shall be awarded joint physical custody with parent time as the parties agree. If the parties cannot agree, then the parent time be on a 2-2-3 schedule.

11. Holiday Parent Time. Holiday parent-time shall be as the parties agree. If they cannot agree, beginning in 2025, the parties shall adhere to the following holiday schedule:

- a. **Spring/Fall Break:** The parties shall alternate the minor children's spring breaks and fall breaks as follows:
- i. Father shall have the minor children for Fall Break in 2025 and off numbered years thereafter. He shall have Spring break for 2027 and off numbered years thereafter.
 - ii. Mother shall have the minor children for Spring break and Fall break in 2026 and even numbered years thereafter, and
 - iii. The custodial time for each respective period shall begin when school lets out for that break and end when school resumes at the end of the break.
- b. **Holidays:** Thanksgiving, Christmas, and New Year's Eve shall be scheduled such that each party has equal time with the children during these holidays. If the parties cannot agree on a schedule, the regular 2-2-3 schedule shall be followed. All other holidays shall be in accordance with Utah Code Ann. §81-9-303(12) if they cannot agree to a schedule, except that on Mother's Day and Father's Day, the minor children shall be with the honored parent from 8:00 a.m. until 8:00 p.m. provided the honored parent is able to make arrangements for travel on any such dates.

12. Summer/Extended Parent-Time. Summer and extended parent time shall be as the parties agreed. If they cannot agree, the parties shall follow the schedule set forth in Utah Code

Ann. § 81-9-305. Each party shall be entitled to two weeks of uninterrupted parent-time which do not need to be taken consecutively.

13. Drug and Alcohol Use. During their respective parenting times, both parents shall maintain a suitable and proper atmosphere and environment for the minor children. Neither party shall consume excessive alcohol or use any controlled substances, unless prescribed and in the correct dosage, in the presence of the minor children.

PARENTING PLAN

14. The parties shall adhere to the following parenting plan:
- a. The parties shall jointly confer on all significant decisions regarding the minor children, including but not limited to, the minor children's religious activities, education, sports activities, extracurricular activities, and all like decisions.
 - b. The communication between the parties shall be limited to issues regarding their minor children. The activities of the children shall be recorded in a mutual calendar.
 - c. Brian shall be designated the non-custodial parent and Annelise designated as the custodial parent for purposes of all state and federal statutes which require a designation or determination of custody. The designation shall not affect either parents' rights or responsibilities under this parenting plan.
 - d. Each parent shall make decisions regarding the day-to-day care and control of the children during their parent time. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions

affecting the health or safety of the children, if needed. The parent who authorizes this treatment will notify the other parent as soon as it is safely possible. Each party shall inform the other of any medical or health problem that arose with the minor child(ren) were in their respective custody. Both parties will provide the other with medications the minor child(ren) are taking at the time of transfer of the minor child(ren). Both parties shall provide the other with sufficient information to allow the other to obtain medicine refills if necessary.

- e. Both parents shall have access to all medical records and information, including Medicaid, Disability, medical accounts or records, the right to participate in medical appointments, consultations or the right to consult with other medical personnel.
- f. Both parents will have access to all school records, the right to participate in school conferences, events, activities, and the right to consult with teachers and school personnel. Both parents also have the right to consult with medical professionals concerning the minor children.
- g. If the minor children's cell phone number(s) change, the new number(s) shall be provided to both parties immediately.
- h. Each parent shall give special consideration to make the minor children available to attend family functions such as weddings, funerals, religious holidays, important ceremonies, and other significant events in the life of the

children. The parties should attempt to work amicably together to trade dates/favors should one parent need to switch parent time dates.

- i. Neither parent-time nor children support is to be withheld due to either parent's failure to comply with a court-ordered parent time schedule.
- j. In the event a party leaves the state on their parent time with the minor children, the party will provide the other party emergency contact information.
- k. The parties will cooperate with the use and obtaining of a passport for the minor children. The parties will cooperate in providing any permission needed upon reasonable notice and to reasonable destinations.
- l. Each party will provide notice of any change in address, email address, or telephone number within twenty-four hours of the change.

15. Mutual Restraining. The parties shall be ordered to abide by the following mutual restraining orders as part of their parenting plan.

- a. The parties shall be permanently restrained from saying and doing anything derogatory against the other party in the presence of the parties' minor children or doing anything to diminish the love and respect of the children for the parents.
- b. Neither party will demean, belittle, or disparage the other parent in front of the minor children. This means that no parent will ask their children to tell the other parent anything that is untrue. If a parent is asking the children to tell the other parent something that is untrue, they are telling the children that the

other parent is a second-class citizen, that they are not entitled to the truth as a parent.

- c. No parent has the right to use the children as a confidant regarding the divorce proceedings.
- d. Neither party is to do anything that will make the children feel guilty about loving both parents.
- e. No children will be asked to choose sides between parents, that no children will be told details of the domestic matter, or the litigation pending here.
- f. Neither party will tell the children bad things about the other parent's personality or character, and they will not be cross examined by one parent or the other about what is going on in the other parent's home.
- g. Both parties shall be bound by a mutual restraining order and require that the parties maintain civilly. That neither party will demean, belittle, or disparage the other party in front of the children or permit any third-party to do that which they are prohibited from doing themselves.

16. Access to School Reports, Daycare Reports, and Medical Records. Each parent shall have access to all school reports including daycare reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

17. Right of First Refusal. Each party may arrange for surrogate care of the children while the children is in their custody, unless the parent is unavailable for a period of overnight or longer, in which case the other parent shall be given the first right of refusal as soon as is

reasonably possible to provide care for the children. The right of first refusal shall not apply as to stepparents. The parties shall ensure that they both have the contact information for all surrogate care providers. Parental care shall be given precedence over surrogate care. Any care provider (other than relatives) used by the parent shall be adequately trained and licensed to provide care for the children.

18. Out-of-State Travel/Vacation. If either party desires to take the minor children out of the State of Utah, he or she shall notify the other parent fourteen (14) days in advance and provide the other party with the travel itinerary, make arrangements for the maintaining of reasonable contact with the other party during the trip, and shall provide the contact information for a third party with knowledge of the location of the minor children.

19. Relocation. The relocation provisions of Utah Code Ann. § 81-9-209 shall apply. If either party decides to move from the State of Utah or 100 miles or more one way from the residence of the other parent, that parent shall provide reasonable advance written notice of the intended relocation to the other parent. The children shall stay with the non-relocating parent unless the parties mutually agree in writing otherwise or if relocation of the children is ordered by the Court.

20. Childcare. Due to the age of the children, childcare is not anticipated. However, in the event that it is necessary, each party shall pay one-half the reasonable cost of work-related childcare.

21. Child Support. Child support shall be ordered for the use and benefit of the parties' minor children, using the parties' actual and/or imputed incomes in accordance with the

Utah Uniform Civil Liability Support Act. Pursuant to the August 9, 2024 order, child support is as follows:

- a. Beginning July 1, 2025, on continuing on the first day or each month thereafter through September 20, 2030, Father shall pay to Mother ongoing monthly child support in the amount of \$1,900.00 per month.
- b. Beginning October 1, 2030, and continuing on the first day of each month thereafter, Father shall pay to Mother ongoing monthly child support in the amount of \$1,400.00 per month.

22. Father's child support obligation to Mother shall terminate upon the following:

- a. Death of either party;
- b. Should Father exercise primary custody of all two (2) minor children;
- c. Until each of the minor children turns eighteen (18) or otherwise graduates from high school, whichever last occurs but in no event past the age of twenty (20).

23. Health and Accident Insurance. Father has health insurance through his work. So long as he has health insurance through his work at a reasonable cost, Father shall maintain health insurance coverage with no contribution from mother, for the benefit of the minor children, including, health, dental and vision insurance so long as he is required to pay support for the minor children and a group policy is available to him at a reasonable cost. Father shall provide mother with appropriate information concerning

same in order to permit application of benefits thereunder towards the children's health, dental and vision expenses.

24. Uninsured Out of Pocket Medical Expenses. Father shall be responsible for ninety-five percent (95%) of any of the minor children's uninsured medical, dental, and vision expenses, and Mother shall be responsible for five percent (5%) of said cost. Any party paying any such uninsured medical, dental, or vision expense and seeking reimbursement shall provide the other party with a receipt of any such payment within thirty (30) days of incurring said expense and that nonpaying party shall have thirty (30) days to reimburse the party who paid the expense.

25. Extracurricular Activities. The parties shall share in the cost of any agreed-upon extracurricular expense for the minor children with Father being responsible for the first \$1,000 per year of agreed-upon expenses. Any agreed-upon extracurricular expenses above \$1,000 per year shall then be shared with Father being responsible for fifty percent (50%) of said cost and Mother being responsible for fifty percent (50%) of said cost. Any party paying a mutually agreed upon expense and seeking reimbursement shall provide the other party with a receipt of any such payment within thirty (30) days of incurring said expense, and that nonpaying party shall have thirty (30) days to reimburse the party who paid the expense.

26. Education expenses. Any party paying a mutually agreed upon expense and seeking reimbursement shall provide the other party with a receipt of any such payment within

thirty (30) days of incurring said expense, and that nonpaying party shall have thirty (30) days to reimburse the party who paid the expense.

27. Cell Phones and Automobile Insurance. The parties shall share in the cost of the minor children's cell phones, cellular service, student activity fees, automobile insurance and automobile maintenance with each party being responsible for fifty percent (50%) of said expenses.

28. Tax Exemptions. In 2025 (for tax year 2024) and 2026 (for tax year 2026), Annelise shall have the right to claim Sar.R and W.R. as dependents for income tax purposes and Brian shall have the right to claim Sam.R as a dependent for income tax purposes. Beginning in 2027 (for tax year 2026), and continuing each year thereafter, Annelise shall claim W.R. and Brian shall claim Sar.R.

MARITAL ESTATE AND ALIMONY

29. Separation, Property, Settlement and Alimony Agreement (“Property Settlement”). While residing in North Carolina, the parties entered into a Property Settlement Agreement on August 7, 2024, which has been filed as Exhibit 2 to the Petition for Divorce. Brian has continued to perform under the terms of this agreement, which were unable to be reduced to a written order due to North Carolina law regarding a mandatory 1 year waiting period prior to filing for divorce. The terms of the Property Settlement shall be incorporated and included as the final disposition regarding these issues.

30. Real Marital Property. The parties have already sold and divided the equity from their marital home per the Property Settlement.

31. Personal Property. The parties' personal property shall be divided as the parties have previously agreed.

32. Vehicles. The vehicles shall be awarded as the parties have previously agreed as outlined in the Property Agreement:

a. 2020 Honda Odyssey and all related equipment/parts shall be awarded to Annelise, free and clear of any interest to Brian.

b. 2013 Subaru Outback and 2019 Honda Civic and all related equipment/parts shall be awarded to Brian, free and clear of any interest to Annelise.

33. Bank Accounts. The parties bank accounts shall be divided as it has been per the Property Settlement and as indicated on "Exhibit D" of Exhibit 2. In the alternative, the parties bank and business interests shall be divided equitably.

34. Retirement/Investment Accounts. Each party has acquired a Roth IRA account in their own name that shall be awarded to them free and clear of any interest from the other. Brian has acquired an Ascensus 401K retirement account. Annelise shall be awarded \$104,459.65 from Brian's Ascensus 401K retirement account as of June 15, 2024, plus or minus any investment experience on Annelise's interest that accrues between June 15, 2024 and the date of distribution of her proceeds. Annelise's share of the 401K shall be distributed by way of QDRO or other appropriate documents as required by the plan. The parties shall evenly allocate any fees assessed by the plan associated with processing Annelise's distribution.

35. Debts. The parties previously incurred marital debt which has already been divided pursuant to the Property Settlement. The parties shall be responsible for any debts that have accrued since their separation.

36. Alimony. Brian agrees to pay to Annelise, subject to the provisions for termination hereinafter set forth in subparagraph B, monthly alimony in the following manner:

- a. Beginning July 1, 2025 and continuing on the first day of each month thereafter through June 30, 2027, Brian shall pay to Annelise the sum of \$4,500 per month.
- b. Beginning July 1, 2027 and continuing on the first day of each month thereafter through June 30, 2033, Brian shall pay to Annelise the sum of \$3,500 per month. In the event W.R. graduates from high school early and has attained the age of eighteen years at the time which Brian's child support obligation shall terminate, Brian shall pay to Annelise the sum of \$4,500 per month.
- c. So long as Brian's child support obligation has terminated, beginning July 1, 2033 and continuing on the first day of each month thereafter through December 31, 2034, Brian shall pay to Annelise as alimony the sum of \$4,500 per month; and
- d. Beginning January 1, 2035 Brian shall pay to Annelise the sum of \$3,000 as alimony and continue thereafter until February 28, 2035 when Brian shall pay Annelise \$3,000 for alimony.

- e. Brian's obligation to pay alimony to Annelise shall terminate upon the earliest of the following: the date of Annelise's remarriage; Annelise's cohabitation; the date of Annelise's death; the date of Brian's death; or, February 28, 2035.

37. Disability of Father. In the event that Brian suffers a loss of income due to a partial or total disability or an involuntarily loss of income a greater than 20%, the alimony provisions herein shall be modified according to the following terms:

- a. Loss of Income as a result of Partial or Total Disability: In the event Brian becomes partially or totally disabled during the period that alimony is payable to Annelise as set forth above, then Brian may be entitled to a modification or termination of payment of alimony. For the purposes of construing this paragraph, "Partial disability" means that as a result of accident or sickness, Brian is under the care and attendance of a duly licensed medical doctor and is certified by that duly licensed medical doctor to be unable to perform a sufficient number of important daily duties pertaining to his occupation so that his employment is substantially impaired. For the purpose of constructing this paragraph, "total disability" means that as a result of accident or sickness, Brian is under the care and attendance of a duly licensed medical doctor and is certified by that duly licensed medical doctor to be unable to perform any of the important daily duties pertaining to his occupation.
- b. Provided further that if Brian becomes either partially or totally disabled as

defined herein and is seeking a reduction or termination of support payments to Annelise, he shall notify Annelise of such condition. Within thirty (30) days of receiving the required notice hereunder from Brian of his disability, Annelise shall have the right to contest the claim of Brian's disability and require Brian to submit to an examination by a duly licensed medical doctor of Annelise's own choosing. If a dispute arises as to the disability of Brian and/or the amount of the reduction or termination of alimony and the parties are unable to resolve the dispute within sixty (60) days of the initial notification by Brian, then the matter shall be submitted to arbitration pursuant to the provision set out below:

- c. The evidence presented at the arbitration hearing shall not be limited to the testimony and opinions of the physicians involved, but may include testimony of the parties, other witnesses, photographs, opinions, and other evidence permitted by the arbitrators. The arbitration shall be conducted under the rules of the Utah Arbitration Act. Ultimately the arbitrator shall decide if Brian has suffered a partial or total disability, the extent that he is incapable of continuing his current employment, whether the alimony obligation shall be terminated or modified, and the effective date of such modification or termination. The costs of said arbitration shall be shared by the parties equally, however the arbitrator shall have the right to reallocate the cost of arbitration.

- d. If Brian at any time after being partially or totally disabled and his alimony is reduced or terminated and he again becomes able to work on a full-time basis then the payments to Annelise for other support as provided herein shall again be effective as of the first day of the first full month in which Brian again became able. Brian shall have an affirmative duty to notify Annelise of the date he is able to work full-time. Under no circumstances shall the amount paid be greater than the total alimony provided herein nor shall the monthly amount of alimony be greater than the monthly amount provided herein.
- e. In the event that alimony payable by Brian is not terminated, but is reduced, then the amount of reduction, if any, in the alimony payments to be awarded shall be based on the relative earnings and earning capacity of the parties, the amount and source of earned and unearned income of the parties (including payments from any disability policy in force), the relative debt service of the parties, the relative needs of the parties, and the tax ramifications of the alimony.
- f. In the event Brian becomes partially or totally disabled (as hereinabove defined) in his current occupation but is able to be employed in another occupation in some other field or work in some other related area, earning a substantially similar income, then the alimony that Brian shall pay to Annelise shall be based upon the actual earnings of Brian in the other field or related area. Under no circumstances shall the amount paid be greater than the total

alimony provided herein or shall the monthly amount of alimony be greater than the monthly amount provided herein. Should Brian and Annelise be unable to agree as to the amount of alimony that should be paid based upon Biran's occupation at that time, then the issue shall be arbitrated pursuant to the procedures previously established above, and the arbitrators determination as to the amount of alimony and the effective date of said resumption, if any, which Brian should pay Annelise shall be conclusive.

- g. At any time prior to the termination of Brian's obligation to pay alimony as provided herein, and should Brian become partially or totally disabled and if Brian again becomes employed part time, earning a substantial similar income, then the payments to be resumed to Annelise for her support shall be based upon the actual earnings of Brian or upon Brian's income from all other sources, including his earning potential if he is voluntarily unemployed or underemployed. Should Brian and Annelise be unable to agree as to the amount of alimony that Brian should resume payment, then the issue shall be arbitrated pursuant to the procedure previously established in this paragraph, and the arbitrator's determination of the amount of alimony to be resumed and the effective date of said resumption, which Brian should pay Annelise, shall be conclusive.
- h. In the event alimony payments are resumed after Brian's disability, regardless of whether such payments are resumed to the initial amount of alimony

payable hereunder, the payment of alimony or Brian's obligation to pay alimony shall continue until a subsequent modification, if any, as provided for occurs (i.e. death of either party, Annelise's cohabitation, Annelise's remarriage). Under no circumstances shall the amount paid be greater than the total alimony provided in herein, nor shall the monthly amount of alimony be greater than the monthly amount provided in herein.

38. Other Involuntarily Loss of Income. If Husband's income from all sources, through no fault of his own, is reduced by more than twenty percent (20%) from its current level as of July 1, 2024, the parties shall renegotiate a new alimony amount. If, under either circumstance, the parties cannot agree on a new alimony amount, the parties shall submit to binding arbitration in accord with the Utah Arbitration Act, for a determination of a new alimony amount. Either party may request a mediation of the alimony issue prior to arbitration. The procedure for a reduction of Brian's alimony obligation shall begin with a demand in writing from Brian to Annelise for an arbitration or request for mediation, with an explanation of Brian's position why a decrease is warranted; the arbitration or first mediation session shall occur within thirty (30) days of the date of demand, or as soon as an arbitration with a qualified arbitrator can be scheduled. It shall be Brian's burden to show that his reduction in income was not due to any fault of his own. The cost of said arbitration shall be shared equally between the parties.

- a. The arbitrator shall have the authority to reduce an/or terminate and/or modify the amount of alimony that Brian is to pay each month. The arbitrator can modify the payment schedule for any outstanding alimony; however, the

arbitrator cannot increase the total amount of the alimony award, nor shall the monthly amount of alimony be greater than the monthly amount provided herein. The evidence presented at the arbitrator hearing shall not be limited and may include testimony of Brian, Annelise, other witnesses, photographs, opinions and other evidence permitted by the arbitrator. Ultimately the arbitrator shall decide whether his alimony obligation should be terminated or modified and the effective date of said modification/termination.

- b. Following any decrease, Brian shall provide Annelise with his federal and state tax returns, including all supporting documents, for the prior year by July 31st of each year and if Brian's income increase by at least twenty (20) percent from the income level existing at the time of arbitration or settlement, Annelise may seek an increase in Brian's alimony obligation under the same procedures Brian used to seek a decrease. If Brian's income increases back to the income existing as of July 1, 2024, Brian's alimony obligation automatically returns to the amount specified in herein, effective as of the first day of the month following the month during which such increase occurs. In the even alimony payments are resumed after any decrease provided for in this paragraph, regardless of whether such payments are resumed to the initial amount of alimony payable hereunder, the payments of alimony or Brian's obligation to pay alimony shall continue until a subsequent modification, if any, as provided for herein and such payments shall always be subject to a

terminating event as described (i.e. death of either party, Annelise's cohabitation or remarriage). Under no circumstances shall the total amount paid be greater than the alimony provided for herein nor shall the monthly amount of alimony be greater than the monthly amount provided for herein.

39. Assets Acquired after the Property Settlement. Regarding any assets acquired by either party since the entry of the Property Settlement, any such assets shall be awarded to the party in whose name the asset is in, free and clear of any interest of the other spouse.

40. 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 sign and deliver to the other, in a timely manner, any and all documents reasonably necessary to carry out the terms hereof.

41. Legal Fees. Each party shall pay his or her own attorney fees and legal costs incurred herein through the date of entry of the final Decree of Divorce.

42. Default. If either party defaults in his/her 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 this document.

43. Full Disclosure. Each party represents and warrants that he/she has fully and completely disclosed to the other party all of his/her assets and liabilities of every kind and nature known to him or her, that the terms here encompass and address all such assets and liabilities, and that there are no assets or liabilities that have not been disclosed in connection

with the final settlement of this divorce matter. In the event one party has concealed any marital assets from the other party in the course of this divorce proceeding, the other party shall be entitled to reopen this divorce matter for the limited purpose of the other party being awarded the entirety of the concealed asset(s), and shall be entitled to recover his/her attorney fees and costs incurred in such action.

44. Privacy. To best protect the privacy of both parties, the parties shall cooperate to have Findings of Fact and Conclusions of Law entered summarizing all of the above terms and provisions of their Agreement to settle this matter, rather than including all of the above in a public type of order. The terms and provisions set forth herein and set forth in the Findings of Fact and Conclusions of Law shall be fully enforceable as a binding court order against both parties.

45. Miscellany. The Agreement shall be governed by Utah law in all respects, and any references to Utah statute herein shall mean the Utah Code in effect as of the date of entry of the Decree of Divorce arising from the Agreement. Both parties and their legal counsel have contributed to the drafting of the document and therefore neither party may legitimately argue that any ambiguities are to be construed against a supposed drafter. The Agreement and the Decree of Divorce and Findings of Fact and Conclusions of Law arising from the Agreement shall be binding upon each of the parties and their respective heirs, executors, administrators, and assigns.

46. Full Settlement. The terms set forth herein shall affect a full and complete settlement of all claims and rights in dispute between the parties as of the date of entry of this

Decree of Divorce, and shall supersede any prior oral or written agreements between them. Each party represents and warrants that he/she: acknowledges that their compromise settlement fully and fairly divides the marital estate; has conducted all discovery that he/she wished to conduct and was satisfied that he/she has adequate information to settle this case; carefully read the Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her own choosing; understood the foregoing; intended and agreed to be bound by the terms stated in the document of his/her own free will and volition (free from duress, coercion, or undue influence of any kind); and otherwise agreed that all of the above terms are fair, equitable, and reasonable.

IT IS SO ORDERED.

– END OF ORDER –

*****Signed and Entered by This Court as Indicated by the Signature at the Top of the First Page*****

APPROVED AS TO FORM:

DATED this 20th day of July 2026

/s/Marty Olsen*

Marty Olsen

Attorney for Respondent

**Signature electronically affixed with permission from Marty Olsen via email on 7/20/26 by Julie Coomer.*

RULE 7(j)(4) NOTICE

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Should no objections to the form of the

proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing should be presented to the court for entry; whereby, this proposed order should, most likely, be entered as a final order of the court.

I certify that this document was served to the opposing party via email on this 9th day of July 2026.

STRONG & HANNI LAW FIRM

/s/ Sadé A. Turner

Sadé A. Turner

Julianne Coomer

Attorneys for Petitioner Brian Ross

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of August 2026, a true and correct copy of the foregoing was served by the method indicated below, to the following:

MARTIN N. OLSEN OLSEN & OLSEN LAW, L.L.C. 8142 South State Street Second Floor Midvale, Utah 84047 molsen@olsenfamilylaw.net Email: liz@olsenfamilylaw.net <i>Attorneys for Respondent</i>	☐ U.S. Mail, Postage Prepaid ☐ Hand Delivered ☐ Overnight Mail ☐ Email ☒ Electronically filed
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/s/ Denise Hughes