



Jennifer L Percy #13939
Attorney for Brandon Wilkes
LJ Law, LLC
2040 East 3300 South, Ste. 3
Salt Lake City, UT 84109
801-274-7001
jennifer@ljlawteam.com

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

In the Matter of the Marriage of:

REGAN WILKES

and

BRANDON WILKES.

DECREE OF DIVORCE

(Tier 4 Domestic Relations Case)

Civil No. 254906472

Judge Chelsea Koch

Commissioner Michelle Blomquist

Petitioner, Regan Wilkes (“Regan”) and Respondent, Brandon Wilkes (“Brandon”) have entered into a Stipulation and Settlement Agreement (the “Stipulation”), resolving all issues relating to the above-entitled divorce action. The Court, having received the Stipulation, having reviewed the file, and having entered the Findings of Fact and Conclusions of Law, hereby ORDERS, DECREES and ADJUDGES as follows:

DECREE OF DIVORCE:

The parties are hereby awarded a Decree of Divorce, forever dissolving the bonds of matrimony heretofore existing between the parties, to become final upon signature and entry.

Jurisdiction and Grounds

1. The Parties are both bona fide residents of Salt Lake County, State of Utah, and have been for at least three months immediately prior to filing this action.
2. The parties were married on August 21st, 2010, in Heber City, Utah, and are currently married. The parties are residing together as of the date of filing.
3. The parties have experienced irreconcilable differences that prevent the parties from continuing their marriage.

Minor Child

4. The parties have one minor child born during their marriage: a son, H.T.W., born in January 2012.

The Uniform Child Custody Jurisdiction and Enforcement Act

5. The parties' minor child currently resides at 11027 South Lexington Cir., Sandy, UT 84902. The child has resided at the current address for at least six consecutive months.
6. Utah has jurisdiction to make custody determinations for the child in that Utah is currently the minor child's home state.

Other Cases

7. The parties have not participated in any other known and pending proceeding concerning the custody of or visitation with the child.

8. The parties have no knowledge of any person who has physical custody of the child or who claims rights of legal custody or physical custody of or parent time with the child, except for the parties in this matter.

9. The parties have no knowledge of any pending proceeding that could affect this matter, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

Legal Custody

10. The parties shall be awarded joint legal custody of the minor child pursuant to the Parenting Plan herein.

Physical Custody

11. The parties shall be awarded joint physical custody of their minor child pursuant to the proposed Parenting Plan, below.

Child Support

12. Brandon is employed full-time at the University of Utah Health and earns a gross monthly income of \$14,547.00

13. Regan is intentionally unemployed but is capable of earning a gross monthly income of at least \$3,700.00 per month and shall be imputed this income for the purpose of calculating child support.

14. Brandon shall pay child support to commence the first day of the month following Regan's departure from the Marital home. Child support payments shall be made one-half on the 7th and one-half on the 22nd of each month.

15. Using a joint custody worksheet, with Brandon having 146 overnights and Regan having 219 overnights, Brandon shall be ordered to pay \$925.00 per month for the support of the parties' minor child.

16. Starting June 1, 2027, using a joint custody worksheet, with Brandon having 182 overnights and Regan having 183 overnights, Brandon shall be ordered to pay \$465.00 per month for the support of the parties' minor child.

17. The support of the minor child shall continue until said child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later.

Health Care Coverage and Medical Costs

18. The parties shall be ordered to provide health care coverage for the medical expenses of the child if such coverage is available to either party at a reasonable cost.

19. If a parent remarries and the child is not covered by that parent's plan but is covered by a stepparent's plan, the stepparent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan.

20. The parties shall share equally the out-of-pocket cost of the premium actually paid by a parent for the child's portion of health insurance.

21. If health care coverage for the benefit of the minor child is available to both parties at a reasonable cost, the parties shall be free to choose the available plan on which to enroll the minor child.

22. If the minor child is covered under more than one health insurance plan, each party shall be responsible for the cost of maintaining his or her own coverage, provided that the

cost of such coverage is reasonable. The parent providing health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. If the child is covered by a household member's insurance rather than the parent's policy, the same credit or recovery applies.

23. The child's portion of the premium shall be calculated by dividing the premium amount by the number of individuals covered under the policy, with the resulting quotient equaling the child's portion.

24. The parent maintaining health insurance shall provide written verification of coverage to the other parent (or the Office of Recovery Services, if applicable) upon initial enrollment and annually by January 2; notify the other parent (or ORS) of any change in insurance carrier, premium, or benefits within 30 days of becoming aware of the change; provide written verification of the cost and payment of any medical expenses incurred for the child within 30 days of payment. A parent who fails to comply with this provision may be denied credit or reimbursement for the medical expenses incurred. Brandon shall provide proof of insurance on the minor child by July 1, 2026.

25. Each party shall maintain the child on their available health insurance plan for as long as permitted by law and by the terms of the policy, including after the child reaches the age of eighteen, so long as the child remains eligible for dependent coverage. Currently, Brandon maintains health insurance for the minor child and shall continue to do so for so long as is reasonable. The parties shall cooperate in providing any documentation or authorization(s) necessary to ensure continuous health insurance coverage for the child.

26. The parties shall utilize in-network providers for the healthcare of the minor child to the extent they are available.

27. The parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the child, including co-payments, co-insurance, and deductibles.

28. To the extent permitted by any health care provider, insurance carrier, or billing entity, the parties shall utilize split billing for the minor child's uncovered or unreimbursed medical, dental, vision, therapy, or other health-related expenses, so that each party's respective share is billed directly to that party. If split billing is not available, reimbursement shall be handled as otherwise provided in this Order.

Childcare Expenses

29. Both parties shall equally share the reasonable work-related or career or occupational training-related childcare expenses.

30. Both parties shall begin paying his or her share of care expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

31. The parent who incurs care expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of care within 30 calendar days of the date of the change.

32. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

33. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

34. Childcare expenses incurred for care provided by family members shall not be considered work-related childcare costs and shall not be shared between the parties. Each parent shall be responsible for any costs associated with childcare arranged through their own family members during their respective parent-time. Any care provider used by a parent shall be adequately trained and licensed in order to provide care for the child.

PARENTING PLAN

The Parties submit this proposed Parenting Plan with the genuine belief that it is in the child's best interest. The terms and conditions of the legal custody and physical custody of the parties' shared child are set forth herein.

35. **Legal Custody:** The parties shall exercise joint legal custody of the minor child. The parent with whom the child is then located shall make day-to-day decisions involving the child and shall make emergency decisions affecting the health or safety of the child. Significant legal decisions, including, without limitation, health, education, and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach agreement regarding education, Regan shall make the final decision. In all other areas, if the parties are unable to reach an agreement, the parties shall consult professionals in the relevant

and applicable field, and if the parties are still unable to reach an agreement with the advice of the professional, the parties shall split the costs of and engaging in mediation. If the parties cannot reach an agreement through mediation, only then shall the parties be permitted to seek relief from the Court.

36. **Physical Custody:** At the entrance of the Decree of Divorce, the parties shall exercise joint physical custody of the minor child on a 60/40 schedule pursuant to Utah Code Ann. §81-9-303, with Brandon exercising his mid-week overnight visit on Thursdays. This shall continue until the end of the 2026-2027 school year, at which point, the parties shall exercise joint and equal physical custody of the minor child on a 2-2-5 schedule pursuant to Utah Code Ann. § 81-9-305 with Regan exercising parent time on Mondays and Tuesdays and Brandon exercising parent time on Wednesdays and Thursdays.

37. **Holidays:** The parties shall exercise holiday parent time as they agree or pursuant to Utah Code Ann. § 81-9-303.

HOLIDAY	ODD YEARS	EVEN YEARS
Day of Child's Birthday: (1) Holiday begins at 3 p.m or when school is regularly dismissed. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m. A parent exercising parent-time for the child's birthday may bring other child along for the child's birthday	Mother	Father
Day Before or After Child's Birthday: (1) Holiday begins at 3 p.m or when school is regularly dismissed. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m. A parent exercising parent-time for the child's birthday may bring other child along for the child's birthday	Father	Mother
Martin Luther King weekend (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time	Father	Mother

that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
President's Day weekend (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.; or (b) at 8 a.m. on the day following President's Day if there is no school.	Mother	Father
Spring Break (1) Holiday begins after school on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Father	Mother
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Mother	Father
July 4 holiday (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
July 24 holiday (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father
Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Father	Mother
Fall Break (1) Holiday begins after school on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Father	Mother
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 9 a.m.. if there is no school. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m.	Mother	Father
Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the	Mother	Father

parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed 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 7 p.m.	Father	Mother
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break..	Mother	Father
Mother's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends with drop off to school or daycare Monday morning or at 8:00 a.m.	Mother	Mother
Father's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends with drop off to school or daycare Monday morning or at 8:00 a.m.	Father	Father

38. **Summer/Extended Parent Time:** The parties shall split the summer parent-time pursuant to regular weekly sharing of time with the child and there shall be no extended parent time, except that each party shall be entitled to two (2) weeks of uninterrupted parent time at their discretion to be decided and communicated in writing by May 1st, with Regan's designation having priority in even years and with Brandon's designation having priority in odd years. Regan shall designate her summer parent time by July 1, 2026.

39. **Parent-Time Precedence:** Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order

of precedence shall be applied when determining which parent is entitled to parent-time: (i) the holiday schedule for Mother's Day or Father's Day; (ii) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted summer extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time; (iii) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday; (iv) extended summer parent-time; and (v) the schedule for weekday or weekend parent-time.

40. **Transportation:** Unless otherwise specified herein, parent-time exchanges shall occur as agreed upon by the parties, or by pick-up or drop-off at school, and curbside at 9:00 AM when school is not in session. The party beginning his or her parent time shall pick up the child. The parties shall cooperate and remain flexible regarding pick-up and delivery times, keeping in mind the importance of punctuality. If a parent is unavailable to transport the child, they may designate a suitable individual for the task. However, they must inform the other parent of this person's name and contact information a minimum of 24 hours in advance of pickup if information is available.

41. **Right of First Refusal:** Each party shall be given the right of first refusal for any surrogate care needed in excess of four (4) hours in duration. Any party obtaining care for the child shall provide the contact name, phone number, and information to the other party at least 24 hours in advance if possible. If a parent elects to allow the child to spend time with family members, that shall not be counted as surrogate care. Parental care shall be given precedence over surrogate care. Any care provider used by a parent shall be adequately trained and licensed in order to provide care for the child.

42. **Out-of-State Travel/Vacation:** If either parent takes the minor child outside the State of Utah overnight, they shall inform the other party 14 days in advance, if possible, and provide the other parent with the travel itinerary and make arrangements for maintaining reasonable contact with the other party during the trip. The parties shall cooperate in obtaining a passport and signing documentation for the minor child if it is required for travel. The parent who used the passport most recently shall retain possession of the passport. Neither parent shall withhold the passport from the other.

43. **Education Plan:** The child shall remain in his current schools and feeder schools, if possible. If the child is no longer able to remain in his current school and feeder schools, Regan's home shall be designated as the primary residence of the child for purposes of identifying the appropriate school. Regan shall have final decision-making power in decisions about the child's education if the parties cannot agree. Both parents shall have access to the child during school. Both parents shall have the authority to check the child out of school during their parent time.

44. **Required Attendance in School:** Neither party shall be permitted to remove the child from school or keep the child from attending school for any reasons other than sickness, appointments, or at the advice of a licensed psychological professional or school authority. The child shall not be permitted to leave school or to forgo attending school for the purposes of rewarding the child's behavior or to prevent potential difficulties with the child's behavior. It is paramount that the child maintain regular attendance in school.

45. **Education Expenses:** In addition to any child support obligation, both parties shall be equally responsible for all of the child's educational-related expenses. Said expenses

include, but are not limited to, enrollment fees, school clothing, school supplies, any tutoring-related expenses, field trip expenses, school lunches, and any school-related activities, and excluding school tuition unless agreed to by the parties in writing

46. **Medical Advice and Treatment of Special Medical Needs:** The parties shall follow and comply with the recommendations and medical advice of the minor child's licensed health care providers. The parties shall ensure that the minor child receives appropriate and timely treatment for the child's special medical needs, including compliance with prescribed medications, therapies, dietary requirements, assistive devices, and follow-up care as directed by the care providers. Neither party shall interfere with, delay, or unilaterally alter recommended medical treatment absent medical direction or agreement of the parties. The minor child shall continue with his current providers.

47. **Car Insurance:** When the child can legally drive, Brandon shall be responsible for obtaining car insurance for the minor child, and the parties shall equally share the costs for car insurance for the minor child.

48. **Cell Phones:** Brandon shall continue the child on a family plan and the parties shall equally share the costs for the cell phone plan for the minor child.

49. **Communication/Exchange of Information:** The child shall not be requested to carry messages between the parents. The parties shall use OurFamilyWizard for communications. Regan shall apply for the fee waiver to mitigate the costs for yearly registration. If Regan is denied the waiver, the parties shall consider other low-cost or free options for communication. The parties shall agree on an alternative low-cost or free option within 30 days of the denial of the fee waiver.

50. **Tracking Expenditures for Reimbursement:** Any expenditures made by the parties that entitle the paying party to reimbursement from the non-paying party shall be documented and tracked using the communication app. as agreed to.

51. **Extended Family Relationships:** The parties shall encourage the child to maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue. This may include permitting the child to attend special events for the other family and permitting the child to spend time with extended family for special events.

52. **Maintaining Contact:** Regardless which parent the child is with at any given time, each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

53. **Relocation:** If either party intends to relocate, the parties shall follow the process outlined in Utah Code Ann. § 81-9-209.

54. **Disparaging Remarks:** Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the child from doing so as well.

55. **Extracurricular Activities and Sports:** The parties shall encourage and support the child's participation in extracurricular activities and sports. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent time with activities. The parties shall attempt to allow participation in activities in which the child expresses a desire to participate. The parties shall equally share the cost of any activities or

equipment costs that are incurred for an activity in which a child is currently enrolled and any future activity that is agreed to in writing by both parties.

56. **Restraints Regarding Firearms:** The parties shall ensure that the child is not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties' residences are secured in a safe and not accessible to the child.

57. **Special Considerations:**

a. Both parents shall have direct access to all school reports, including school, childcare and medical records, shall be listed as "emergency contacts" and shall be notified immediately by the other parent in the event of a medical emergency.

b. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

c. Surrogate care provided by family members (stepparents, relatives) is presumed to be better care for the child than outside childcare, and the parties shall cooperate in using family members to provide care when possible before using paid care.

d. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the child, in order to keep one another apprised of what is happening in the child's life.

e. The parties shall not use any form of corporal punishment and shall not scream at, berate, or call the child names.

f. The parents shall ensure the child takes his prescribed medications and attends all scheduled medical and mental health appointments.

g. Both parties shall make best efforts to ensure the child does his homework on the parent's respective time and that the child attends school on time each day.

h. The parties shall notify one another of any illness that the child has while in their home for parent time. They shall also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental, or mental health professionals. The parties shall notify each other by means of the agreed communications app within 24 hours of the appointment being scheduled.

i. Both parties shall refrain from involving the child in "divorce issues." Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation); and involving the child as "messengers" between the parties.

j. Both parties shall immediately provide the full name and birthdate of any adult or minor child living in their residence.

k. Both parties shall refrain from using illegal or un-prescribed drugs and from becoming intoxicated while the child is in his or her care. "Intoxicated" is defined as drinking more than two mixed drinks, or three beers in a four-hour period, or being under the influence of illegal or illicit controlled substances.

l. Both parties shall refrain from taking the child around other individuals who are using drugs or excessive alcohol, or around any place where drugs are being used, or are common.

m. The parties shall not smoke in the presence of the child or allow others to do so. The parties shall not smoke at all in any vehicle in which the child rides.

n. Neither party shall ever drink and drive with the child in the car, nor shall either of them knowingly allow the child to be in a moving vehicle of any kind in which the driver is under the influence of alcohol and/or drugs.

58. **Resolving Disputes:** When disputes occur, the parties shall attempt to resolve those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary. If the parties cannot resolve the dispute among themselves, the parties must engage in mediation. If the parties are unable to reach an agreement through mediation, only then shall the parties be permitted to seek relief from the Court.

59. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or Decree of Divorce shall not be affected.

END OF PARENTING PLAN

Personal Property

60. During the course of the marriage, the parties acquired certain items of personal property. The parties shall divide the personal property equitably within 45 days of the Stipulation with the exception of items that belonged to the parties prior to the marriage and any family heirlooms given to either party by a parent or parental figure. If no agreement is reached

within 45 days by the parties, they shall enlist the help of an agreed-upon neutral individual or mediation to assist them in dividing the property. If they are still unable to decide on the division, any remaining issues may be resolved by the Judge in the case.

61. Brandon shall be awarded the 2013 Audi A4 automobile, subject to all financial obligation associated therewith, and free from any claim of interest by Regan. Regan shall be awarded the 2018 Chevy Traverse automobile, subject to all financial obligations associated therewith, and free from any claim of interest by Brandon. Brandon shall sign over the title on Regan's 2018 Chevy Traverse within 7 days of signing the Stipulation.

62. Brandon shall have 15 days from the signing of the Stipulation to sell the 2018 Thor Freedom Elite Motorhome. The proceeds from the sale of the motor home shall be used to satisfy the one-time payment of \$15,000.00 to Regan to assist with her transition out of the Marital Home. If the motorhome sells for more than \$15,000.00, the amount in excess of \$15,000.00 shall be divided equally between the parties.

63. The parties shall assume any debts and obligations related to any property he or she is awarded and shall indemnify and hold the other harmless from the same.

64. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

65. Regan shall be awarded possession of the two dogs.

Real Property

66. During the course of the marriage, the parties acquired certain real property located at 11027 South Lexington Cir. Sandy UT 84092.

67. Brandon shall maintain residence and all expenses at 11027 South Lexington Cir. Sandy UT 84092 ("Marital Home"). Within 90 days of *signing the stipulation*, Brandon shall refinance the home and pay Regan her 50% share of the equity therein, minus the \$10,000.00 that was taken from Brandon's premarital retirement account as a down payment for the purchase of the home. If Brandon is unable to refinance the home and Brandon is unable to use alternative means to provide Regan with her ½ equity in the Marital Home, the Marital Home shall be listed for sale within 14 days of Brandon learning that he will be unable to refinance the Marital Home. Brandon shall provide verification that the \$10,000.00 taken from his premarital retirement account was applied to the down payment on the Marital Home within 60 days of signing the Stipulation. If Brandon cannot provide verification, he waives the premarital claim.

68. The parties agree to a 50/50 split of the costs of an appraisal for the Marital Home, with each party's share of the costs being subtracted from their share of the home's equity following refinance. Brandon shall pay the upfront costs of the appraisal and Regan's ½ equitable share of the equity in the home shall be reduced by her obligation to pay ½ of the appraisal cost.

69. Regan shall receive a \$15,000.00 payment from the proceeds of the sale of the parties' Recreational Vehicle to assist her in leaving the marital home and establishing a place to live elsewhere. Regan shall have 45 days from the date of payment to find alternative lodging and move her belongings to that new location. If the Motorhome is not sold within 15 days of signing the Stipulation, Brandon shall still be responsible for paying the \$15,000.00 to Regan.

70. Both parties shall execute any necessary documents needed to effectuate the real property orders. In the event either party fails to execute said documents, the other party may submit an ex-parte motion, pursuant to Rule 70 of the UTAH RULES OF CIVIL PROCEDURE, and the Court may direct the Clerk of the Court to execute said necessary documents.

Business Interests and Related Assets

71. The parties have acquired no known interest in any business during the course of the marriage.

Alimony

72. Regan is awarded a lump sum amount of \$48,000.00 at the time Brandon refinances the Marital Home. Additionally, Regan shall receive combined support payments in the amount of \$3,500.00 per month for 3 years, to begin on the first of the month following Regan's departure from the Marital Home, and payments of \$1,000.00 per month for the fourth year in full satisfaction of any claims of alimony as issue of this marriage. These payments shall be construed as including the payments due for child support under the Stipulation.

73. The order of alimony shall automatically terminate upon the remarriage of the spouse receiving alimony, or by the establishment by the paying spouse that the receiving spouse is cohabiting with another person.

Debts and Obligations

74. Each party shall pay for and hold the other harmless from liability for any and all debts in their name.

75. Pursuant to Utah Code Ann. §81-4-406, the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the

parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days.

Provisions Relating to Financial Assets

76. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts. The parties shall equally divide the joint assets. Any account in which Harrison is a named account holder shall remain in Harrison's name.

RETIREMENT ACCOUNTS

77. Any interest the parties may have in any retirement accounts, including but not limited to 401k accounts, IRA accounts, pension, or profit-sharing plans, accrued during the course of the marriage (from August 21, 2010, through the date of the entry of the Decree), shall be equally divided by the parties. The parties shall equally pay any fees required to prepare Qualified Domestic Relations Order(s) ("QDRO") necessary for effectuating the division of said assets. Brandon shall have 60 days from the entrance of the Decree of Divorce begin the process of enacting the Qualified Domestic Relations Order with his Fidelity 401(k) account.

Personal Conduct

78. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Taxes

79. The parties shall equally share claiming the child on taxes, with the parties alternating years for claiming the child tax credit. Brandon shall claim the child on even years and Regan shall claim the child on odd years.

80. In order for Brandon to claim the minor child on his taxes, he must be current on his child support obligations as of December 31 of the current tax year.

81. Each party shall file separate taxes and shall be responsible for their own tax debt. There is no known marital tax debt.

Attorney Fees

82. Each party shall assume its own costs and attorney's fees incurred in prosecuting this action.

83. If either party violates any terms of the Decree, once approved by the Court, and should court action become necessary, the other party may pay any attorney's fees necessary to enforce the Decree as determined by the Court.

84. Brandon may be required to reimburse Regan for his portion of the costs of mediation deposit leading to the Stipulation in the event that Brandon was unintentionally credited for Regan's portion of the deposit.

Other

85. Regan shall be permitted to restore her maiden name, 'Regan Augusta Moulaison' if she so desires.

86. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

87. Each party is 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.

88. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

89. The parties shall engage in a coparenting class as agreed upon to improve their ability to communicate with and work alongside each other for the best interests of the minor child.

****SIGNATURE OF COURT AT TOP****

APPROVED AS TO FORM BY:

/s/ Aubrey Staples
Aubrey Staples
Attorney for Regan Wilkes
Signed by Sharnae Feinstein with
permission from Aubrey Staples.
Permission given 08.02.26.

RULE 7(j) NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure a true and correct copy of the foregoing proposed Decree of Divorce was served on the 28th day of July 2026 to the below listed parties. Notice of objections to this order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this order be submitted to the Court

and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email notice, a true and correct copy of the foregoing *Decree of Divorce* on this 28th day of July 2026, to the following:

Nonie Ferguson
Aubrey Staples
Attorneys for Regan Wilkes
Email: aubrey@law-elevated.com

/s/ Sharnae Feinstein