



Mark R. Nelson (13562)  
mark.r.nelson@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 Rachel West*

---

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

In the matter of the marriage of:

RACHEL MARIE WEST,

**DECREE OF DIVORCE**

Petitioner,

Case No. 254905152

and

Judge Laura Scott

DANIEL WILLIAM WEST,

Commissioner Joanna Sagers

Respondent.

---

This matter comes before the Court for entry of Decree of Divorce. On February 17, 2025, the parties, Petitioner Rachel Marie West ("Petitioner") and Respondent Daniel William West ("Respondent") entered a Stipulation ("Stipulation"). On March 20, 2026, the Order on Stipulation issued (DN 113). On June 25, 2026, the parties entered into a Stipulation and Settlement Agreement ("Settlement"). On July 6, 2026, the Settlement was filed with the Court (DN 138). On July 16, 2026, the parties entered a Supplemental Stipulation, which was filed with the Court (DN 142). The Stipulation, Settlement, and Supplemental Stipulation settled all matters and issues arising from this divorce action. Having reviewed the final documents, and based on the Findings of Fact and Conclusions of Law,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

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.

1. Residency. Petitioner is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on April 23, 2003, in Salt Lake City, Utah, United States and are presently married.

3. Grounds. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Minor Children. There have been four (4) children born as issue of the marriage, two (2) of whom remain minors:

| Minor Children's Initials | Month & Year of Birth |
|---------------------------|-----------------------|
|                           |                       |
| S.M.W.                    | November 2010         |
| C.J.W.                    | July 2013             |

5. Custody. The parties shall share joint legal custody and joint physical custody of the minor children.

6. Parent-Time. Parent-time shall be as the parties agree. If the parties are unable to agree, parent-time shall be pursuant to Utah Code §81-9-305, with the following modifications:

5. The weekly parent-time shall rotate between Week 1 and Week 2, as indicated in the below table, beginning with Tuesday of Week 1 on February 17, 2026. Unless

otherwise agreed upon by the parties, the parent ending parent-time shall ensure the minor children are transported to school and the parent beginning parent-time shall ensure the minor children are picked up from school. Parent-time exchanges that do not occur school-to-school, shall take place at 5:00 p.m. on Wednesdays and Saturdays and 8:00 p.m. on Sundays.

| Overnights | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|------------|--------|--------|---------|-----------|----------|--------|----------|
| Week 1     | Dad    | Dad    | Dad     | Mom       | Mom      | Mom    | Dad      |
| Week 2     | Dad    | Dad    | Dad     | Mom       | Mom      | Mom    | Mom      |

6. Holiday Parent-Time. The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over regular parent-time:

| Even Years | Odd Years | Holiday and Time                                                                                                                                                                                                                                          |
|------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mother     | Father    | <b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.                            |
| Father     | Mother    | <b>President's Day</b> after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.                                           |
| Mother     | Father    | <b>Spring Break</b> 6:00 p.m. on the day that school dismisses for spring break to the day following the end of spring break with drop off at school, or 8:00 a.m. if school is not in session.                                                           |
| Father     | Mother    | <b>Memorial Day</b> after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.                                              |
| Mother     | Mother    | <b>Mother's Day</b> 9:00 a.m. on the holiday to 7:00 pm. on the holiday                                                                                                                                                                                   |
| Father     | Father    | <b>Father's Day</b> 9:00 a.m. on the holiday to 7:00 pm. on the holiday                                                                                                                                                                                   |
| Father     | Mother    | <b>Juneteenth</b> 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth. |
| Mother     | Father    | <b>July 4<sup>th</sup></b> 6:00 p.m. on July 3 <sup>rd</sup> until 6:00 p.m. on July 5 <sup>th</sup>                                                                                                                                                      |
| Father     | Mother    | <b>July 24<sup>th</sup></b> 6:00 p.m. on July 23 <sup>rd</sup> until 6:00 p.m. on July 25 <sup>th</sup>                                                                                                                                                   |
| Mother     | Father    | <b>Labor Day</b> after school on the Friday before holiday, or 9:00 a.m.                                                                                                                                                                                  |

|        |        |                                                                                                                                                                                                                                                                                                  |
|--------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |        | if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.                                                                                                                                                                 |
| Father | Mother | <b>Columbus Day</b> 6:00 p.m. the day before Columbus Day until 7:00 p.m. on Columbus Day                                                                                                                                                                                                        |
| Mother | Father | <b>Fall Break Weekend</b> 6:00 p.m. on the day that school dismisses for fall break to the day following the end of fall break with drop off at school, or 8:00 a.m. if school is not in session.                                                                                                |
| Father | Mother | <b>Halloween</b> October 31 <sup>st</sup> or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.                                                |
| Mother | Father | <b>Veteran's Day</b> 6:00 p.m. the day before Veteran's Day until 7:00 p.m. on Veteran's Day.                                                                                                                                                                                                    |
| Father | Mother | <b>Thanksgiving</b> begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 8:00 a.m. if there is no school.                                                                                                                        |
| Mother | Father | <b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> begins when school is dismissed for winter break until December 27 <sup>th</sup> at 7:00 p.m., with the exception of Christmas Eve from 5:00 p.m. until 9:00 p.m., which shall be awarded to the other parent |
| Father | Mother | <b>Second Half of Christmas Vacation</b> , Christmas Eve from 5:00 p.m. until 9:00 p.m., then beginning on December 27 <sup>th</sup> at 7:00 p.m. until drop off at school on the day that school resumes after the winter break.                                                                |
| Mother | Father | <b>The day before or after child's birthday</b> from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.                                                                                     |
| Father | Mother | <b>Child's actual birthday</b> from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.                                                                                                      |

7. Summer Parent-Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session. Summer parent-time shall be exercised in one-week blocks, separated by at least one (1) week. In calendar years ending in an even number, Petitioner shall have the first and third selections of summer parent-time weeks, and

Respondent shall have the second and fourth selections. In calendar years ending in an odd number, Respondent shall have the first and third selections of summer parent-time weeks, and Petitioner shall have the second and fourth selections. If a parent fails to provide written notice by the applicable deadline, the other parent may select an available week in that parent's place in the selection order. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time. The selection process shall proceed as follows:

8. The parent with the first selection shall provide written notice to the other parent of their selected week no later than May 1.
9. The parent with the second selection shall provide written notice to the other parent of their selected week no later than May 7.
10. The parent with the third selection shall provide written notice to the other parent of their selected week no later than May 14.
11. The parent with the fourth selection shall provide written notice to the other parent of their selected week no later than May 21.

7. Right of First Refusal. Each parent shall have the right of first refusal to provide care for the minor children in the event the parent with the children is unavailable to do so for a period of five (5) hours or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation.

8. Transportation. It is hereby ordered that transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

12. A party exercising the right of first refusal shall provide the transportation both directions.

13. Parent-time exchanges shall occur at the minor children's school when school is in session. The party ending parent-time shall ensure the minor children are delivered to school and the party beginning parent-time shall ensure the minor children are picked up from school.

14. When school is not in session, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.

15. A third party who possesses a valid driver's license and is known to the minor children may facilitate transportation for parent-time exchanges.

9. Parenting and Educational Plan. It is hereby ordered that the parties adopt the following Parenting and Educational Plan provisions:

16. Both parties will be listed on and have access to the minor children's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor children's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one parent receives notice that the other parent would not have

access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice.

17. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving a minor child.
18. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals.
19. When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent will be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver.
20. The parties shall notify the other parent of any change of address, email address, and/or telephone number within twenty-four (24) hours of the change.
21. The parent who has the minor children in his/her care may make minor day-to-day decisions regarding the minor children without having to consult with the other parent.
22. For emergency purposes, whenever the minor children travel overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor children can be reached.
23. The parties agree to work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability.

24. Special consideration should be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children, or in the life of either parent which may inadvertently conflict with the parent-time schedule.
25. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor children. The parent with the minor children in his/her care will not interfere with the virtual parent-time.
26. The parties agree that they will not put the minor children in the middle of their disputes.
27. The parties will not discuss with the minor children or in the minor children's presence adult issues, including the parties' legal proceedings or financial related issues of the parties.
28. The minor children will not be used as messengers between the parents.
29. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children.
30. Each party will have adequate clothing for the minor children at his/her residence.
31. Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
32. The parties will not ask the minor children to keep secrets from the other parent.

33. Each parent shall be supportive and respectful of the other parent in the presence of the minor children.
34. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children.
35. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time
36. Communication regarding the minor children shall be directly between the parents and shall not involve third parties.
37. Neither parent shall consume alcohol or use illegal drugs during their parent-time, or within eight (8) hours prior to the commencement of their parent-time
38. The minor children shall continue attending their current schools/feeder schools.
39. Both parents shall have access to the minor children during school hours and the authority to check the minor children out of school during his/her custodial time for emergency purposes or necessary appointments.
40. The parties will make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to the minor children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the

parties cannot reach an agreement on a major issue regarding the minor children, the parties shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an agreement in mediation, either party may take the issue before the court.

10. Extracurricular Activities and Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent for that extracurricular activity shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on a shared calendar within 24 hours of receiving the calendar or any change. The parties shall support the minor children's participation in dance, football, and lacrosse during their respective parent time.

11. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during middle school through high school. This shall not include private school

tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

12. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Petitioner's gross monthly imputed income is \$3,467.00 per month. Respondent's gross monthly income is \$20,000.00 per month. Petitioner has 183 overnights and Respondent has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Respondent's child support obligation should be \$1,085.00 per month. Child support shall commence July 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one-half on the 5<sup>th</sup> day of each and every month, and one-half on the 20<sup>th</sup> day of each month.

13. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Respondent is currently providing said insurance.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium

expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated. Notwithstanding the foregoing, Respondent shall continue to provide all dental care for the minor children at no cost to Petitioner.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Petitioner shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent

children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

- e. Double coverage shall not be required. However, if the parties have double coverage for paid for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.
- f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

2. Other Child Related Expenses. The parties will divide the cost equally of the cell phone plans for the minor children, maintenance and repairs on the car for the minor children, and car insurance for the minor children.

3. Childcare Expenses. Childcare expenses are not expected due to the age of the children.

4. 2025 Tax Return/Ongoing Tax Benefits. It is hereby ordered that the parties shall cooperate in filing a joint federal and state income tax return for the 2025 tax year. The parties shall equally pay any taxes due, with the payment being paid from marital funds (not including progress payments that have already been made) and each party's one-half of any

payment due accounted for in the division of assets between the parties. Any tax refund received shall be divided equally between the parties. Beginning with the 2026 tax year, the parties shall equally divide the right to claim the minor children as dependents for federal and state income tax purposes, as follows:

41. So long as there are three (3) minor children, Petitioner shall be entitled to claim S.M.W. each year for tax benefit purposes and Respondent shall be entitled to claim C.J.W. each year for tax benefit purposes. The parties shall alternate claiming A.D.W. for tax benefit purposes with Respondent receiving the benefit for tax years ending in an even number and Petitioner receiving the benefit for tax years ending in an odd number.
42. When there are two (2) minor children, Petitioner shall be entitled to claim S.M.W. each year for tax benefit purposes and Respondent shall be entitled to claim C.J.W. each year for tax benefit purposes.
43. At such time as there is only one minor child, the parties shall alternate claiming the child with Petitioner receiving the benefit for the first tax year that there is only one minor child.
44. The party ordered to pay child support must be current on his/her child support obligation as of December 31<sup>st</sup> of the tax year he/she is entitled to claim the minor children for tax benefit purposes on his/her tax return.
45. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor children when he/she is entitled to the tax benefit.

17. Real Property.

- a. The marital property located at 13167 Graysonview Cove, Draper, Utah will be awarded to Petitioner with all debts and liabilities commencing on July 1, 2026. Petitioner shall hold Respondent harmless on all debts and liabilities associated with the home. Petitioner will get the utilities solely in her name by July 31, 2026, but will be responsible for the expense starting July 1, 2026. Petitioner will refinance the home within 90 days of the youngest child graduating from high school, 90 days of remarriage, or 90 days of co-habitation. As part of the global settlement the parties agree that Petitioner is awarded 100% of the equity in this property free and clear of any claim by Respondent. In the event that the refinance does not occur, or the mortgage is more than 30 days late (as long as Respondent is making timely support and property settlement payments to Petitioner), the parties agree to immediately list the home for sale in a commercially reasonable manner using a Real Estate agent of Petitioner's choosing. In the event that the mortgage is more than 30 days late, Respondent shall have the option of making Petitioner's mortgage payment directly to protect his credit and reducing his support obligation in the amount of he pays until the home is sold. Petitioner shall follow the advice of her Real Estate Agent as to listing price, responding to offers, etc. Upon the sale of the home at a reasonable market value price, the proceeds shall be awarded to Petitioner free and clear of any claim by Respondent.
- b. The marital property located at 1252 East Corner View Court, Draper, Utah will be awarded to Respondent with all debts and liabilities. Respondent shall hold

Petitioner harmless on all debts and liabilities associated with the home. As part of the global property settlement agreement Respondent shall be awarded 100% of the equity in this property free and clear of any claim by Petitioner. The utilities are already in Respondent’s name.

- c. The marital property located at 597 West 5300 South, Murray, Utah will be awarded to Respondent with all debts and liabilities. Respondent shall hold Petitioner harmless on all debts and liabilities associated with the property. As part of the global property settlement agreement Respondent shall be awarded 100% of the equity in this property free and clear of any claim by Petitioner.
- d. The marital property located at 11984 Anthem Park Blvd, Herriman, Utah, will be awarded to Respondent with all debts and liabilities. Respondent shall hold Petitioner harmless on all debts and liabilities associated with the property. As part of the global property settlement agreement Respondent shall be awarded 100% of the equity in this property free and clear of any claim by Petitioner.

46. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item.

The division shall be as follows:

| <i>Item Description:</i>              | <i>Awarded to:</i> |
|---------------------------------------|--------------------|
| Rivian                                | Respondent         |
| Porsche                               | Petitioner         |
| Subaru                                | Petitioner         |
| Hidden Valley Country Club Membership | Respondent         |
| SkyMiles and Credit Card points       | Respondent         |

|                                                                                  |                                                                                                                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cal the Golden Retriever shall travel with the minor children during parent time | The parties will share all reasonable and necessary vet expenses equally and will discuss and agree upon those expenses in writing prior to incurring said expenses |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- a. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.
2. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

| <i>Debt Description:</i>                                                      | <i>Obligation of:</i>                                       |
|-------------------------------------------------------------------------------|-------------------------------------------------------------|
| Joint AMEX ending in #4007 in the approximate amount of \$19,000.00           | Pay in full out of the joint Chase account ending in #5339. |
| Respondent's Discover ending in #9023 in the approximate amount of \$2,900.00 | Pay in full out of the joint Chase account ending in #5339. |
| Joint Costco Visa ending in #7417 in the approximate amount of \$1,700.00     | Pay in full out of the joint Chase account ending in #5339. |
| Respondent's Prime Visa ending in #5530 in the approximate amount of \$580.00 | Pay in full out of the joint Chase account ending in #5339. |
| Petitioner's Gold AMEX ending in #2006 with zero balance                      | Petitioner                                                  |

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards and if they do so it shall be their sole responsibility.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible

for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

2. Investments. The parties shall divide the marital interest in Fort Street Partners Investments, Dental Pay, AVS, and BioStar equally at the time of any payments or distributions, as well as any a liquidation event. Each party shall be responsible for the taxes and fees associated with their respective portion. Respondent shall share in writing any updates or information related to these interests within 24 hours of his receiving it, and will respond to any inquiries from Petitioner related to these interests in a reasonable and timely manner. To the extent the interest can be divided, and Petitioner can hold the interest in her name, the parties will cooperate in doing so.

3. Checking and Saving Accounts. The Chase account ending in #5339 in the approximate amount of \$40,916.00 shall be used to pay the above stated credit cards and the remaining balance shall be divided equally between the parties. The Chase #0362 in the approximate amount of \$6,404.00, #5865 in the approximate amount of \$4,782.00 shall be divided equally between the parties no later than July 1, 2026, and closed. Respondent shall be awarded the accounts after Petitioner receives her portion, and the parties shall work together to remove Petitioner's name and online access from the accounts within 14 days of signing the agreement. The parties agree the Chase accounts for the parties' children shall be for the benefit of the children.

4. Retirement Accounts. As part of the global property settlement agreement Petitioner shall be awarded 100% of Respondent' ADP 401(k) in the approximate amount of \$203,000.00 and 100% of Petitioner's ADP 401(k) in the approximate amount of \$36,000.00 free and clear

of any claim by Respondent. Petitioner shall be responsible for the cost of Rori Hendrix to prepare the QDRO, and each party will cooperate with her requests for information.

5. Brokerage Account. The monies contained in the Joint Chase Brokerage Account (x3958) are awarded to Petitioner as described below (in paragraph 32).

6. Robinhood Account. The Robinhood Account with an approximate balance of \$1,042 is awarded in full to Respondent.

7. Venmo Accounts. Each party is awarded the Venmo accounts in their own names.

8. Dispute Resolution. Except for enforcement or emergency relief, prior to seeking Court involvement on any issue, the parties will attempt to resolve disputes by discussion, including discussing with relevant professionals if applicable, then mediation using a mutually agreed upon mediator, evenly sharing the cost of the mediator.

9. Life Insurance Policy. Respondent will maintain his current life insurance policy and list the children as the beneficiaries thereunder.

10. Business Interest. Contingent on the global property settlement, Respondent shall be awarded 100% of the business interest in White Pine Dental, Mayville Investments LLC, D&R West Holdings LLC, and all associated income, assets, intellectual property, debts, liability, and tax consequences.

11. Name: Petitioner will have the option of restoring her name to Rachel Marie Sandifer.

12. Alimony: Respondent shall pay Petitioner \$5,115.00 per month for a term of 11 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5<sup>th</sup> and the 20<sup>th</sup> of each month. Alimony will

commence on July 1, 2026.

13. Property Settlement. As part of the global property settlement incident to divorce, Respondent shall pay Petitioner \$2,173,940.00. Respondent shall pay Petitioner a minimum of \$12,078.00 per month on the 10th of each month. The total balance shall be paid in full within 15 years. From July 1, 2026, through June 30, 2031, there shall be no interest accruing. Commencing July 1, 2031, 5% interest per annum shall be applied to the remaining balance until it is paid in full on or before June 30, 2041.

14. Attorney's Fees: The parties have exchanged all documentation and information related to their respective claims for attorney fees, costs, or other litigation costs, including experts (collectively "legal fees"). The difference between the parties' respective legal fee claims is \$9,711.59. After applying the agreed upon legal fee offset of \$9,711.59, the amount to be transferred to Petitioner is \$98,553.08. Respondent shall retain \$9,711.59. Respondent will transfer the amount to Petitioner within 48 hours of the signed stipulation.

15. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

16. Drafting. Both parties attended mediations with their respective counsel and participated actively in the drafting and revising of their stipulations. Both parties and their counsel had an opportunity to read the stipulations and to make suggested changes to the drafts and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation sessions. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulations, and no provision shall be

construed against any party as being the draftsman thereof. The Stipulations shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

17. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

**\*\*\* 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/ Nathan B. Wall

Nathan B. Wall, Counsel for Respondent

\*Signed with permission via email on 8/5/26.

**CERTIFICATE OF SERVICE**

I certify that on July 21, 2026, I served a copy of the foregoing, via email, to the following:

Nathan B. Wall  
nathan.wall@walllegalsolutions.com

/s/ Mark R. Nelson