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IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of KONNI KALITA FORD and DAVID ADAM BREEN	DECREE OF DIVORCE Civil No. 254906211 Judge Todd M. Shaughnessy Commissioner Joanna Sagars
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Konni Kalita Ford, (hereinafter “Konni” or “Mother”) and David Adam Breen (hereinafter “Adam” or “Father”) having entered into a Stipulation and Property Settlement Agreement (hereinafter “Stipulation”) with regard to all related matters to fully and finally resolve this divorce matter and all issues arising herein.

Having reviewed the applicable laws and all pleadings, being fully advised in the premises, and having made its Findings of Fact and Conclusions of Law, the Court now makes the following Order:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Parties are granted a Decree of Divorce upon the grounds of irreconcilable differences, and the marriage between Konni and Adam be and the same is hereby dissolved, and

the parties are hereby free and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

2. **Children:** There have been three (3) children born as issue of this marriage: P.R.B., born October 2016; F.B.B., born January 2019; and F.S.B., born January 2019. No additional children are expected.

3. **Custody and Parent Time:**

a. **Legal Custody:** The parties shall be awarded joint legal custody of the minor children as defined by Utah Code Ann. § 81-9-101(4). The term joint legal custody shall mean “the sharing of rights, privileges, duties, and powers of a parent by both parents.” The parties shall both have access to medical records, school records, court records, and any other information or records concerning the minor children.

b. **Physical Custody and Parent Time:** The parties shall be awarded joint physical custody of the minor children. Parent-time shall be exercised on an equal 50/50 basis, and in no instance shall either parent have less than 50% of parent-time. At the present time, the parties agree to follow a 7-days-on/7-days-off schedule, with each parent exercising seven consecutive days of parent-time. Unless otherwise agreed, exchanges shall occur at a mutually agreed-upon time on Sundays, with the parent beginning parent-time picking up the children from the other parent’s residence. The parent ending parent-time shall ensure the children are ready for pick-up at the agreed time. By mutual written agreement, the parties may arrange for parent-time exchanges to occur at the children’s school. If the parties are unable to agree on a parent-time schedule at any point in the future, they shall follow the provisions of Utah Code § 81-9-305 as the default schedule.

c. While parent-time time shall be as outlined in this Decree, the parties will exercise genuine flexibility to allow the children to participate in special events, family activities, or community opportunities with either parent when such opportunities arise, provided that the children's schooling, health, and general well-being are not disrupted. In other words, the parties will not be rigid about parent-time and the children's schedules and they shall take the desires of the children into consideration.

d. The parties' holiday parent-time schedule shall be as the parties agree. If the parties cannot agree on a holiday parent-time schedule, the holiday schedule shall be governed by the holiday parent-time provision of Utah Code Ann. § 81-9-303(15) as set forth below, with Konni exercising the holidays for the custodial parent.

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Juneteenth: (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Columbus Day after school on day before holiday to the day after the holiday with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school

Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	Veteran's Day after school on day before holiday to the day after the holiday with the exchange at school
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

e. Each party is entitled to two weeks of uninterrupted extended parent time, which may be consecutive, when school is not in session for summer break. Both parents shall provide notification of extended parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

f. Upon mutual consent, the parties may make limited, one-time alterations to the parent-time schedule to accommodate work obligations or other special considerations, subject to the following:

- i. The parent requesting the adjustment shall communicate the request by email or text message as soon as reasonably possible;
 - ii. If the request cannot be accommodated, the other parent shall propose a reasonable alternative; and
 - iii. If an acceptable solution is not found and the parties are unable to reach agreement on an alteration, the regular parent-time schedule shall remain in effect.
- g.** Parent-time shall be approached with reasonableness and flexibility, and that neither party shall act rigidly in enforcing the schedule where cooperation and accommodation better serve the children's best interests.
- h. Precedence of Parent-Time:** Subject to and as prescribed by *Utah Code Ann.* § 81-9-303(10), Holiday Parent-Time takes priority over Standard Parent-Time, and unless otherwise agreed in writing, neither party shall exercise Standard Parent-Time during the other parent's Holiday Parent-Time. Holiday Parent-Time also takes priority over Extended Parent-Time, and unless otherwise agreed in writing, neither party shall exercise Extended Parent-Time during the other parent's Holiday Parent-Time. Extended Parent-Time takes priority over Standard Parent-Time, and unless otherwise agreed in writing, neither Party shall exercise Standard Parent-Time during the other parent's Extended Parent-Time. Actual Holiday Parent-Time takes priority over Birthday parent-time, and unless otherwise agreed in writing, if the children's birthday falls on a holiday the parent exercising Holiday Parent-Time shall also be entitled to exercise Birthday parent-time with the children and the other parent shall be entitled to exercise his or her

birthday parent-time on the day prior or the day following the Holiday as otherwise prescribed herein in relation to Birthday parent-time.

4. **Parenting Plan:** Unless the parties otherwise agree in writing, the parties will follow the parenting plan as described below:

5. **Decision Making Authority:** The parties shall discuss and shall do their best to agree on major decisions regarding the best interest of the children, including education, medical care, dental care, religious upbringing, counseling, psychological/psychiatric treatment, and other major parenting issues, including the selection of professionals and procedures. In the event of an impasse, the parties will consult with the appropriate professionals (e.g., teachers for educational purposes, doctors for medical matters, etc.) and agree to follow the professional's recommendation. If after the professional's recommendation the parties still do not agree on the decision, or no professional is available, the parties shall mediate. If the parties are still not in agreement following mediation, Adam shall have temporary final decision-making authority pending judicial intervention or further order of the Court, provided that Adam shall exercise such authority reasonably, in good faith, and in the best interests of the children. Either party may seek judicial intervention.

6. The parent who has the child in his or her care may make minor day-to-day decisions regarding the child without having to consult with the other parent.

7. Both parties shall be entitled to make medical decisions for the minor children in the event of an emergency. The parent will notify the other parent of any illness, major injury or medical emergency involving the child as soon as reasonably possible. Both parties shall be entitled to be present at a medical appointment or hospital for the children's treatments regardless

of which parent is exercising parent time with the child. In the event of a medical emergency where a decision must be made before consultation with and agreement from the other parent can reasonable be accomplished, the first parent on the scene may make the decision; provided, however, that once a parent makes such a decision he or she will immediately contact the other parent, inform the other parent of the nature and extent of the medical emergency, and return to the decision making process set forth above.

8. Education Plan: The children currently attend Wasatch Charter School. The children shall stay at Wasatch Charter School through elementary school. When the children age out of Wasatch Charter, the children will attend the schools Wasatch Charter feeds into unless the parties mutually agree otherwise.

9. Both parents shall have access to the children during school and the authority to check the children out of school for good reason during their parent-time. Both parties shall be listed on all school records and both parties shall have access to all school related information. Adam will be the residential parent for school enrollment and registration purposes.

10. Medical Plan: Both parents shall be allowed full access to the child's school records and medical records. The parents shall both be listed as the minor children's parents on all school records, registrations, medical records, and any other significant documents. The parents shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork and schedule, medical and dental treatment, counseling, and other information appropriate to share with the other parent. Adam's address will be the children's address for medical registration purposes.

11. Special Events/Activities: The parents shall notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. Neither parent shall unreasonably withhold the children from attending family or special events with the other parent, even if such events fall outside of that parent's regular parenting time. For any event that is not posted online, each party shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully. The parties shall share passwords for any school website so each can access events and schoolwork online. The parents recognize that the children's wishes may be considered in deciding attendance at special events, and each parent shall make reasonable efforts to honor the children's preferences when appropriate for their age and maturity.

12. The parents shall immediately notify the other parent of any change of address, email address, cell phone number and telephone number.

13. Virtual Parent-Time: The parties will be reasonable and flexible in allowing the children to have unrestricted and age-appropriate telephone, text and/or video call contact with the other parent during their respective parent-time. Such contact shall take place at reasonable times and in reasonable places, and shall not occur later than 9:00 p.m. or during other unreasonable hours. Each parent shall ensure make every reasonable effort to allow the children to have appropriate and flexible access to the other parent and shall not unreasonably withhold or interfere with such communication and shall not monitor or otherwise cutoff such communication.

14. Travel with the Child: Each party will notify the other at least 14 days in advance of all upcoming travel whether in the state or out of state.

15. Pursuant to Utah Code Ann. § 81-9-202(19), for emergency purposes, the traveling parent must provide the other parent with an itinerary of travel dates, destinations, and places where the traveling parent and the children can be reached, and third-party contact information for emergency purposes.

16. Travel arrangements shall be discussed and verified by the parties by shared calendar and email and that time cannot interfere with any previously scheduled travel times with the other parent or the other parent's holiday parent-time.

17. Notice to Third Parties: The parties shall inform all educational, school, medical, dental, orthodontic, optical, psychological, and other care providers that they have joint legal custody and that such care providers shall use their best efforts to ensure that the parties are jointly involved and consulted with in making decisions regarding the children. The parties expressly acknowledge that such efforts may, in the event of an emergency, necessarily be limited.

18. Extracurricular Activities: The parties shall encourage and support the children's participation in extracurricular activities and sports. Each party shall pay one-half of all costs associated with the activities, as well as any other activities the parties may agree upon in advance, in writing. Both parties shall have access to games, meets, tournaments, coaches, schedules, tutors, and access to all information, emails, coaches, etc. on these activities. The parties shall not schedule the children's extracurricular activities on the other parent's parent-time unless the parties agree. A 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 the children's extracurricular activities without receiving prior written consent from the other party shall be solely responsible for that expense.

19. Relocation: The parties shall be bound by Utah Code Ann. § 81-9-209. It is in the best interests of the minor children for the parties to live in close proximity to one another and for the children to remain in the same community in which they currently reside. Neither party currently plans to relocate. In the event either party provides notice of relocation, the parties shall participate in mediation to determine what parent-time schedule would be appropriate. In the event the parties are unable to agree, the relocating party's parent time shall be pursuant to statute. Unless otherwise agreed in writing or ordered by the Court, the children shall remain primarily with the non-relocating parent until the parent-time issue is resolved.

20. Right of First Refusal: Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for the minor children over any other third party (i.e., surrogate care) if the parent responsible for the minor children is not available for a period of eight (8) consecutive hours or overnight during parent-time, and the other parent is personally available and willing to provide direct care and transportation. Unless otherwise agreed to, the parent exercising parent-time under the right of first refusal should (1) provide all transportation to and from parent-time, and (2) provide direct parental care.

21. Drug and Alcohol Use: Neither party shall consume illegal drugs or unprescribed prescription drugs at any time while exercising parent-time. Neither party shall abuse, misuse, or

overuse prescribed medication while exercising parent-time. All prescription drugs and/or other drugs will be kept in child proof containers. Neither party shall consume alcohol to the point of intoxication or inebriation while exercising parent-time. Neither party may not operate a vehicle while intoxicated or inebriated or under the influence of drugs. Neither party shall permit any third party from engaging in conduct prohibited by this paragraph in the presence of the children. Either party may request drug or alcohol testing only upon objectively reasonable suspicion of a violation of this paragraph. If a violation of this paragraph occurs during a party's parent-time, such violation may constitute grounds for temporary restraining orders or other appropriate relief from the Court.

22. Romantic Partners: The parties shall not introduce the children to any romantic interest until they are in a committed relationship for more than three (3) consecutive months. Once a party has been in a committed relationship for more than three (3) months, that party shall notify the other party of their intent to introduce the romantic partner.

23. Safe and Stable Home Environment: The parties are committed to ensuring that each parent's home remains a safe and stable space for the children. Neither party shall allow other adult guests to live in or regularly stay overnight in their home if the children are not comfortable with those individuals. Any such proposed arrangement must be evaluated in light of the children's best interests and shall be communicated to the other parent well in advance. This allows time for any appropriate discussions between the parties and consultation with professionals, such as children's therapists to ensure that the children's comfort, stability, and emotional well-being remain the highest priority.

24. **The Dog:** Unless otherwise agreed in writing, the parties shall include the dog Tommy in parent-time exchanges so that the dog accompanies the children and follows the same parent-time schedule. The parties shall share equally in all costs and expenses associated with the care of the dog, including but not limited to food, veterinary care, grooming, insurance, and other routine or necessary expenses.

End of Parenting Plan

25. **Child Support:** Child support shall be awarded consistent with Utah Code Ann. § 81-6-206 based on joint physical custody, equal parent time schedule, and the respective incomes of the parties.

26. For purposes of calculating child support, Adam earns a gross income of approximately \$13,833 per month.

27. For purposes of calculating child support, Konni's gross monthly imputed income is \$1,257 per month.

28. Therefore, using a Joint Custody Worksheet, with 183 overnights assigned to Konni and 182 overnights assigned to Adam, Adam's child support obligation is \$1,049 per month.

29. Payments shall commence the 1st of the month after execution of the Stipulation. Payments are due in equal halves on the 1st and 15th of each month.

30. Child support for the minor child terminates at the time he becomes 18 years of age or has graduated from high school during his normal and expected year of graduation, whichever occurs later, or the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 81-6-213 et. seq.

31. Pursuant to Utah Code Ann. §§ 81-6-212(3), 81-6-212(5), any child support may be adjusted by motion when the most recent Child Support Order is older than three (3) years and by petition when the most recent Child Support Order is less than three (3) years old.

32. **Medical/Dental Expenses:** The parties shall provide health care coverage for the minor child pursuant to Utah Code Ann. § 81-6-208. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with Utah Code Ann. § 81-6-208. Adam is currently providing medical insurance and will be providing dental insurance for the minor children, and he shall continue to provide said coverage. Adam's medical and dental insurance shall be the primary coverage. If Konni obtains medical and dental insurance coverage, her health insurance shall be the secondary coverage. Adam agrees to continue to provide the medical and dental insurance coverage for the benefit of the minor children, with each party paying one-half of the medical and dental insurance premium actually paid for the child's portion of insurance.

a. Adam shall receive credit against the base child support award or recover Konni's share of the child's portion of the premium, so long as he provides proof of the premium to Konni. If Adam does not have insurance but another member of his household provides insurance for the child, Adam shall receive credit against the base child support award or recover Konni's share of the child's portion of the premium.

b. The child's portion of the premium is a per capita share of the premium actually paid.

c. The premium expense for a child 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.

d. Each parent shall share equally all reasonable and necessary uninsured expenses for the minor children, including, but not limited to, one-half of all uninsured expenses for medical, dental, surgery, deductibles and co-payments, orthodontic care, counseling, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, prescriptions, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, as well as other reasonable and necessary uninsured medical and dental expenses incurred for the dependent children and actually paid by the parents.

e. The parent who incurs medical and dental expenses shall 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 shall remit payment within 15 days of receipt of the verification. In addition to other sanctions provided by the Court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply.

f. 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 Adam shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Konni shall be secondary coverage for the dependent children. If a parent remarries and the 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 child.

g. If the parties have double coverage for insurance, each party shall pay his or her own insurance policy premium.

h. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

33. Pursuant to Utah Code Ann. § 15-4-6.7, it is reasonable and proper that the Court enter an order that provides for the payment of medical and dental expenses of the minor children under Utah Code Ann. §§ 81-4-406, 81-6-208, or an administrative order under § 26B-9-224, a provider who receives a copy of the order:

i. At or before the time the provider renders medical or dental services to the minor children, the provider shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

j. Within 30 days after the day on which the provider renders the medical or dental service, may not:

- i. Make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or
- ii. Make a negative credit report under § 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

34. Each party shall be responsible to maintain his or her own medical, dental and vision insurance coverage and his or her own uninsured medical, dental and vision costs.

35. **School Expenses:** Pursuant to Utah Code Ann. § 15-4-6.7, it is reasonable and proper that the Court enter an order that provides for the payment of school fees of the minor children under §§ 81-4-204, 81-4-406:

a. A provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order;

b. A provider who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee may not make a negative credit report under § 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit

Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order; and c. Each parent is liable only for the share of the school fee that the parent is required to pay under the order.

36. A provider may bill a parent for the parent's share of the children's school fee regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

37. The parties shall equally share any and all necessary school-related expenses for the minor child.

38. **Real Property:** The parties agree that they have acquired certain real property, which shall be divided as set forth herein.

39. **The Home.** The parties acknowledge that prior to the marriage, Adam acquired the lot and constructed the residence located at 2300 E. Cottonwood Cove Lane, Cottonwood Heights Utah 84121 (the "Home"), and that the Home has premarital value and accrued additional value during the marriage.

a. The Home shall be awarded to Adam as his sole and separate property, free and clear of any claim, right, title, or interest of Konni, and that such award is made in consideration of, and as part of, the parties' overall division and equalization of the marital estate as set forth herein. Konni expressly waives any and all interest in the Home and shall execute, within thirty (30) days of the execution of the Stipulation and without delay, any and all documents necessary to confirm Adam's sole ownership, including but not limited to deeds, affidavits, and lender-required documentation.

b. Within thirty (30) days of the execution of the Stipulation, Adam shall be solely responsible for the mortgage, taxes, utilities, insurance, and all other expenses associated with the Home, and shall indemnify, defend, and hold Konni harmless from any liability related thereto.

c. Konni shall be required to move out of the residence no later than July 31, 2026.

40. The St. George Home: During the course of the marriage, the parties acquired a 10% ownership in property located at 2232 Cascada Way Washington, Utah 84780 (the “St. George Home”).

a. Adam shall be awarded the interest in the St. George Home as his sole and separate property, free and clear of any claim, right, title, or interest of Konni. Konni expressly waives any and all interest in the St. George Home and shall execute, within thirty (30) days of the execution of the Stipulation and without delay, any and all documents necessary to confirm Adam’s sole ownership, including but not limited to deeds, affidavits, and lender-required documentation.

b. Within thirty (30) days of execution of the Stipulation, Adam shall be solely responsible for all related expenses and shall indemnify and hold Konni harmless from any liability related to the property and its expenses.

41. The North Temple Apartments: During the course of the marriage, the parties acquired a 3.7% ownership in property located at 606 W North Temple, Salt Lake, Utah (the “North Temple Apartments”).

a. Adam shall be awarded the interest in the North Temple Apartments as his sole and separate property, free and clear of any claim, right, title, or interest of Konni. Konni

expressly waives any and all interest in the North Temple Apartments and shall execute, within thirty (30) days of the execution of the Stipulation and without delay, any and all documents necessary to confirm Adam's sole ownership, including but not limited to deeds, affidavits, and lender-required documentation.

b. Within thirty (30) days of execution of the Stipulation, Adam shall be solely responsible for all related expenses and shall indemnify and hold Konni harmless from any liability related to the property and its expenses.

42. The Yotel: During the course of the marriage, the parties acquired a 25% ownership in property located at 2670 Canyons Resort Dr. Park City, Utah 84098 (the "Yotel").

a. Adam shall be awarded the interest in the Yotel as his sole and separate property, free and clear of any claim, right, title, or interest of Konni. Konni expressly waives any and all interest in the Yotel and shall execute, within thirty (30) days of the execution of the Stipulation and without delay, any and all documents necessary to confirm Adam's sole ownership, including but not limited to deeds, affidavits, and lender-required documentation.

b. Commencing thirty (30) days of execution of the Stipulation, Adam shall be solely responsible for all related expenses and shall indemnify and hold Konni harmless from any liability related to the property and its expenses.

43. Personal Property: During the course of the marriage, the parties acquired certain items of personal property. All personal property shall be equitably divided between the parties as they are able to agree.

a. Adam is awarded the following with all debts, insurance obligations, and costs associated thereon, and hold Konni harmless:

- i. 2023 Ford F150
- ii. 1983 Jeep CJ7
- iii. 2021 Mastercraft NXT (20% partnership)

b. Konni is awarded the following with all debts, insurance obligations, and costs associated thereon, and hold Adam harmless:

- i. 2024 Toyota Highlander
- ii. Wedding ring, jewelry, Peloton, vanity table, one bed, nightstands, one couch, one dining set.

44. Each party is awarded his/her own clothing, personal effects, and any items acquired prior to the marriage or during the marriage as gift or inheritance. Each party shall return to the other any personal items that may inadvertently be in his/her possession.

45. Neither party shall enter the residence of the other to obtain personal property.

46. Each party is solely responsible for any and all financial obligations associated with the personal property awarded to them, free from any claim of interest by the other party.

47. The remaining personal property of the parties shall be awarded as the parties have already and previously divided it. If there is a dispute as to the property, the parties may offer to sell the item to the party who seeks to keep it. If there is still a dispute as to the property, the parties should attend mediation to determine who keeps the property.

48. Retirement Accounts: During the course of the marriage, the parties acquired retirement savings accounts which should be divided as follows:

a. Konni shall be awarded the IRA in her name with the approximate balance of \$73,000, and the gross value of said IRA shall be credited toward the property settlement set forth in Paragraph 62 below. All other retirement and investment and crypto trading accounts are awarded to Adam.

49. **Financial Accounts:** During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking and savings accounts. Except as outlined herein, all financial accounts, including cryptocurrency, brokerage, retirement, investment, checking, savings, and other financial accounts currently titled in Adam's sole name shall be awarded to Adam as his sole and separate property, free and clear of any claim, right, title, or interest of Konni.

50. Unless otherwise specified herein, each party shall be awarded any and all accounts titled and held in his/her own individual name.

51. Adam will continue to manage the investments in the children's names with no withdrawals or significant modifications without joint agreement.

52. **Business Interests:** All business interests (and all associated DBAs), business interests/assets and business debts currently owned by Adam shall remain his sole and separate property. This includes, but is not limited to: Breen Homes (85% ownership interest), Prospector (25% ownership interest), Vast Vision (50% ownership interest), KT Design (50% ownership interest), 3900 Office (10% ownership interest), and Adam's developments in the Park City Development project and the Adams Avenue Remodel project, as well as any other business entities, ventures, or interests in which he holds or may hold an ownership interest. Adam's

businesses, business ventures, and development projects are privately owned, hold significant premarital value, and are not subject to division or distribution as part of this settlement.

53. Konni forever waives and relinquishes any and all rights, claims, titles, or interests, whether past, present, or future, in and to Adam's businesses, business ventures, and development projects, including any assets, profits, or appreciation derived therefrom, as well as any liabilities or obligations associated therewith. Adam shall retain all assets and income of these businesses and ventures and shall be solely responsible for all debts, expenses, and liabilities related to them. Adam shall indemnify, defend, and hold Konni harmless from any such debts, obligations, or claims made by creditors or third parties against his businesses, ventures, or projects.

54. Konni shall execute, without delay, any and all documents necessary or appropriate to fully confirm Adam's sole ownership of his businesses, ventures, and development projects, and to effectuate the intent of this Agreement, including but not limited to assignments, releases, or other instruments as required. Konni shall not assert, pursue, or permit any claim, directly or indirectly, against Adam's interests in these businesses, ventures, or development projects.

55. Even if any of Adam's businesses, ventures, or development projects were determined to hold marital value, the parties expressly agree that the terms and considerations contained in herein remain fair, equitable, and a full and final resolution of all such claims. This division of Adam's business interests is final, binding, and non-modifiable, and neither party shall seek to reopen, alter, or challenge it in any future proceeding.

56. **Debts and Obligations:** During the course of the marriage, the parties incurred debts and obligations not already addressed herein, which shall be divided as follows: Each party is

responsible for debts in their own name. Each party is responsible for debts in their own name that the other party is unaware of. Both parties shall assume and pay and hold the other harmless and indemnify from liability on all debts and obligations incurred by the parties after their date of separation. Both parties shall release, including removing the other party's name from the debt, within one (1) week of signing the Stipulation and shall hold the other party harmless thereon.

57. Pursuant to Utah Code Ann. 81-4-204(1)(e), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

58. **Alimony:** Pursuant to Utah Code Ann. 81-4-502, Konni shall be awarded monthly alimony from Adam of \$3,950 per month for a period equal to sixty-six (66) months, commencing May 1, 2026, which shall terminate upon Konni's death, remarriage, or cohabitation, and shall under no circumstances extend beyond the sixty-six (66) month term set forth herein.. Adam is capable of paying alimony and has the means to do so. Adam's alimony payments to Konni shall be paid by direct deposit or electronic funds transfer, and shall be due one half on the 5th and 20th of each month. Notwithstanding the language of Utah Code § 81-9-504 or any other applicable statute, Konni expressly waives, in every respect, any and all claims to alimony beyond the obligation set forth herein, whether past, present, or future. No additional alimony shall be sought or awarded outside of the terms of this provision.

59. **Global Property Settlement.** Konni shall be awarded an equitable property settlement payment of \$575,000 from the marital estate ("Global Property Settlement"). The Global Property Settlement set forth herein constitutes the full and final property settlement and equitable distribution of all assets, debts, property, business interests, financial accounts,

retirement accounts, and any other interests of the parties. The property settlement shall be paid as follows:

a. Adam shall pay Konni an initial property settlement payment of One Hundred Fifty Thousand Dollars (\$150,000.00) immediately upon execution of the Stipulation. The gross value of the IRA awarded to Konni pursuant to Paragraph 51 shall be credited toward this initial \$150,000.00 payment, and Adam shall pay Konni the remaining cash difference necessary to satisfy the initial \$150,000.00 payment.

b. After application of the initial \$150,000.00 payment set forth above, Adam shall pay Konni the remaining Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) in four annual installments of One Hundred Six Thousand Two Hundred Fifty Dollars (\$106,250.00), due on or before December 31, 2027; December 31, 2028; December 31, 2029; and December 31, 2030. Adam may satisfy each annual installment through lump-sum payments, partial payments, or larger installment payments during the applicable calendar year, so long as the full annual installment is paid on or before December 31 of that year.

c. The payments and transfers set forth herein collectively constitute the full and final Global Property Settlement and equitable distribution between the parties.

60. Dependency Exemption/Tax Credit: In the event that Konni and Adam file a joint income tax return for tax year 2025, any tax refund received or liability shall be awarded to Adam. The parties shall share the dependency exemption/tax credit for the minor children. The parties will alternate the dependency exemption/tax credit for the minor children. Adam will be entitled to claim the minor children as a dependency exemption/tax credit for even numbered tax

years and Konni will claim the minor children as a dependency exemption/tax credit for odd numbered tax years.

61. Mutual Restraints:

a. Communication Between the Parties. The parties shall be civil and respectful in their communications with one another. The parties are required to promptly communicate with one another as needed. Neither party may block the other or fail to respond to calls, messages, or emails in a timely manner; each party shall respond no later than forty-eight (48) hours after receipt, unless prevented by an emergency. When coordinating drop-offs or parent-time, the parties shall act in good faith and provide sufficient notice so proper arrangements can be made.

b. Direct Communication and Conduct Toward the Children. The parties shall communicate directly with one another and shall not use the minor child as a messenger. Both parties are restrained from making disparaging remarks about the other to the children or in the children's presence, whether verbally, in writing, electronically, or otherwise. Neither party shall attempt to diminish the children's love or relationship with the other parent.

c. Conduct Between the Parties. Both parties are mutually permanently restrained from bothering, harassing, threatening, annoying or disparaging one another in any form of communication, including electronic or written. Neither party shall enter the residence of the other without that party's express permission.

d. Third Parties and Social Media. Each party is restrained from posting or allowing to be posted any derogatory or disparaging information or statements about the

other on social media or in other public forums. Both parties are further restrained from permitting third parties to engage in conduct that they themselves are prohibited from under this section. Each parent has an affirmative duty to use his or her best efforts to prevent third parties from such violations or, if prevention is not possible, to promptly remove the minor children from such circumstances.

e. Employment. Both parties are restrained from interfering with the other party's employment or making false allegations regarding the other party to professional licensing agencies, DCFS, and/or police.

f. Likeness, Image. Neither party shall use the other's likeness, image, social security information, or other financial information to obtain any type of loan or any type of debt. Neither party shall access the other party's credit information or utilize the other party's available credit without written permission from the other party.

g. Accounts. Neither party shall access the other party's personal or private accounts such as email, bank accounts, cell phones, social media accounts, etc.

62. Attorney Fees: Each party shall be responsible for paying their own attorney fees and costs related to the Stipulation.

63. Dispute Resolution: If any dispute arises concerning the interpretation, implementation, or enforcement of the provisions herein, the parties shall first attempt to resolve the matter in good faith through direct communication. If the dispute cannot be resolved, the parties shall submit the matter to mediation with a mutually agreed-upon mediator before filing any action in court, except in the case of a genuine, time-sensitive emergency. Mediation shall be completed

within thirty (30) days of the request for mediation unless otherwise agreed in writing. The cost of mediation shall be shared equally unless the parties agree otherwise.

64. 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 Stipulation and the Decree of Divorce and are necessary to implement the Stipulation and the Decree of Divorce within sixty (60) days of entry of the Decree of Divorce.

65. Disclosure: The parties have fully and accurately disclosed herei all real and personal property in which they have an interest, all obligations, and debts for which they are liable and their incomes. The parties also represent that they have made no assignment, transfer, or distribution of any funds or property to any third party except in the course of typical and reasonable living and business expenses.

66. Breach Violation: In the event of a breach of the provisions herein or in any lawsuit related hereto, the substantially prevailing party shall be entitled to collect from the other party all expenses incurred in pursuing or defending the action, including all reasonable attorney fees, costs, and other expenses incurred therein, as determined by a court of competent jurisdiction.

67. Final Stipulation: The provisions herein are entire and complete and embody all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the provisions herein shall have any force or effect. The parties are satisfied that the provisions herein are fair and reasonable.

**THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE**

Approved as to Form:

CARR WOODALL

/s/_____

Signed by J. Ramzi Hamady with permission via email

Spencer K. Ricks

Attorney for Konni Kalita Ford

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), David Adam Breen's attorney, J. Ramzi Hamady, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice unless a written objection is filed prior to that time.

1 **CERTIFICATE OF SERVICE AND CERTIFICATE OF COMPLIANCE**

2 **WITH RULE 4-202.09 OF THE UTAH RULES OF JUDICIAL**

ADMINISTRATION RE NON-PUBLIC INFORMATION

3

I hereby certify that, upon information and belief, all non-public information has been omitted or redacted from this public record. I also hereby certify that a true and correct copy of the foregoing unsigned **Decree of Divorce** was served pursuant to Rules 5(b) and 7(j) of the U.R.C.P. on June 22, 2026, via electronic mail to the following:

Spencer K. Ricks

Carr Woodall

Attorneys for Konni Kalita Ford

/s/ J. Ramzi Hamady