



J. Scott Brown (6191)
Cohne Kinghorn
A Professional Corporation
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111
Telephone: (801) 363-4300
Facsimile: (801) 363-4378
Email: sbrown@ck.law.com

Attorneys for Christopher Carter

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

In the Matter of the Marriage of: CHRISTOPHER CARTER, Petitioner, and LARESA TRIPP CARTER, Also Known As LEASA TRIPP CARTER, Respondent.	DECREE OF DIVORCE Civil No. 254906070 Judge Todd M. Shaughnessy Commissioner Joanna Sagars
--	---

The above-entitled matter came regularly before the above-entitled Court, in accordance with Utah Code Ann. § 81-4-406(1). Petitioner Christopher Carter (“**Chris**”) having executed and filed with the Court his declaration (the “**Declaration**”) in support of the entry of a Decree of Divorce. Chris and respondent Laresa Tripp Carter, also known as Leasa Tripp Carter (collectively, “**Leasa**”), having executed and filed with the

Court that certain Stipulation and Settlement Agreement (the “**Settlement Agreement**”); the terms and provisions of the Settlement Agreement set forth a full and complete resolution of all of the outstanding issues and disputes in the above-entitled divorce action (this “**Divorce Action**”); and, pursuant to the terms and provisions of the Settlement Agreement the parties consented that this matter may be heard by the Court at any time and without further notice to them, provided that the Decree of Divorce to be entered herein shall approve and be predicated upon the Settlement Agreement and not vary the terms of the Settlement Agreement. The Court having reviewed the Verified Complaint for Divorce, the Declaration and the Settlement Agreement, the Court having made and entered its Findings of Fact and Conclusions of Law, whereby approving the Settlement Agreement and concluding that this Decree of Divorce incorporate the terms and provisions of the Settlement Agreement and the Court’s findings of fact; and, being fully advised in the premises, and good cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

1. **Decree of Divorce.** That the parties are awarded a decree of divorce from one another upon the grounds of irreconcilable differences, such decree to be final upon entry, and that the marriage between Chris and Leasa is dissolved.

2. **Physical Custody and Parent-Time.** That there have been three children born as issue of the parties' marriage, to wit: PJC born in July 2012 (age 13); PAC, in July 2012 (age 13); and BIC, born in August 2014 (age 11) (collectively, the "**Minor Children**"). That the physical custody of the Minor Children and rights of parent-time shall be awarded as follows:

- a. **Primary Physical Custody.** That the parties are each fit and proper persons to be awarded the *joint* legal care, custody and control of the Minor Children. Specifically, the parties are awarded rights of equal parent-time as the parties agree or, in the alternative, the parties shall be awarded rights of parent-time on a week-on and week-off basis. Except as otherwise provided herein, the parties shall be awarded rights of parent-time in accordance with the Equal Parent-Time Schedule as established by Utah Code Ann. § 81-9-305.
- b. **Holiday Parent-Time.** That for purposes of holiday parent-time, the parties are ordered to follow the standard schedule of holiday parent-time in accordance with the Minimum Schedule for Parent-Time as established by Utah Code Ann. §§ 81-9-301,

et seq. Leasa is hereby designated as the “custodial” parent for purposes of the holiday schedule and Chris is hereby designated as the “noncustodial” parent for purposes of the holiday schedule. That the holiday parent-time shall override and take priority over mid-week parent-time and the summer parent-time.

- c. **Extended Parent-Time.** That extended parent-time during the summers shall be as the parties agree. If they do not agree, each party shall have the right to assume three (3) of the other parent’s overnights to create a ten (10) day extended block. The parents may not designate their extended overnights over the other parent’s holidays. A parent expecting to exercise the extra three (3) overnights shall designate them by May 15th each year. If there is a conflict of dates, Leasa shall have her preference in even years and Chris shall have his preference in odd years.
- d. **Parental Care.** That parental care shall be presumed to be better care for the Minor Children than surrogate care and the parties shall cooperate in allowing each other, if willing and able, to provide child care. Specifically, the parties shall be entitled to the right of first refusal to provide the care for the Minor Children

in the event that a party intends to leave the Minor Children with a surrogate care taker (including new spouse) for a period of over five (5) hours or overnight. The parties shall immediately notify one another of the first right of refusal.

- e. **Advisory Guidelines.** That, except as provided herein, the “Advisory Guidelines” and such similar provisions contained in the Minimum Schedule for Parent Time as established by Utah Code Ann. §§ 81-9-201, *et seq.*, shall apply.

3. **Restrictions on Parent-Time.** That the parties’ rights of parent-time shall be restricted and supervised as follows:

- a. That the parties shall not use, consume or possess alcohol or illegal drugs during their respective parent-time and/or while in the presence of the Minor Children.
- b. That the parties shall submit to alcohol and drug testing before, during and after each parent-time visit as follows:
 - i. That the parties shall each establish and maintain an account at BacTrack (or such other testing company which the parties mutually approve) and assume and pay

all expenses associated therewith at a subscription level that shares test results directly with the other party.

- ii. Upon request, each party shall test no earlier than 1-hour before their respective parent-time is to begin and no later than 1-hour before the conclusion of his parent-time.
 - iii. Upon request, for overnight parent-time, each party shall also test no later than 9:00 a.m. and 9:00 p.m. each day that they have parent-time with the Minor Children.
 - iv. In order to be considered a negative test result, the test must register zero (0.0) for any alcohol or any other drug.
 - v. A positive register for alcohol or any other drug or a refusal/failure to timely test shall be deemed a positive or dirty test.
 - vi. If a party tests positive or dirty, then the visit shall not occur or, if the visit is already in progress, the other party shall be able to pick the Minor Children up immediately.
- c. That if either party tests positive, the other parent may seek emergency orders from the Court regarding the matter.

4. **Legal Custody.** That the parties are each fit and proper persons to be awarded the *joint* legal care,

custody and control of the Minor Children. Accordingly, the parties are awarded “joint legal custody” of the Minor Children, as defined by Utah Code Ann. § 81-9-205. That, pursuant to the provisions of Utah Code Ann. § 81-9-205, the following applies:

- a. Salt Lake County, State of Utah, shall be the county of residence of the Minor Children unless and until said county of residence is altered by further order of the Court.
- b. The parties (not spouses, significant others, the Minor Children or other family members) shall exchange information concerning the health, education and welfare of the Minor Children including, but not limited to, information regarding routine activities, schedules, and emergency situations.
- c. The parties (not spouses, significant others, the Minor Children or other family members) shall confer, discuss and agree upon the issues pertaining to the Minor Children including, but not limited to, education, religion, medical, dental, psychological, psychiatric and other related issues affecting the Minor Child’s/Children’s health, safety and general welfare.

- d. The parties shall assume responsibility for the day-to-day decision making (and, as appropriate, emergency treatment) while the Minor Children are in their care and control.
- e. The parties shall do everything possible to minimize disruption of the Minor Children's attendance at school and other activities, their daily routine, and their association with friends and family.
- f. Notwithstanding the foregoing, all religious, medical, dental, health care related decisions concerning the Minor Children and other related issues affecting the Minor Children's health, safety and general welfare shall be made exclusively between the parties.
- g. In the event that the parties cannot agree upon an issue involving the Minor Child/Children, the parties shall attempt to resolve the disputed issue through good faith mediation. The mediation costs shall be split equally between the parties and each party shall assume and pay their respective attorneys' fees incurred in resolving the disputed issue. If the parties are still unable to resolve the disputed issue through good faith mediation, the parties may seek assistance through the Court in this action.

5. **Mutual Restraining Orders.** That the parties

are mutually restrained and enjoined from the following:

- a. Making or saying anything negative, demeaning, derogatory or disparaging about the other party, extended family members, or the parties' children in the presence of the Minor Children.
- b. Allowing any friend, third party or other person, whatsoever, from making any negative, derogatory, demeaning or disparaging remarks or comments, either directly or indirectly, about the other party to or in front of the Minor Children, and the parties shall remove the Minor Children from third parties engaged in such conduct.
- c. Using the Minor Children as messengers or couriers between the parties.
- d. Making any negative or derogatory remarks, comments or statements on social media or similar sites (including Facebook, Instagram, Snapchat or Twitter) about the other party, the Minor Children, and/or each other's family members, friends, relatives, colleagues and/or acquaintances.
- e. Harassing, bothering or otherwise annoying the other party, the Minor Children, and/or any third party including, but not limited

to each other's family members, friends, relatives, colleagues and acquaintances.

- f. Entering each other's residence or property, absent advanced permission.
- g. Accessing, interfering or otherwise intercepting the other party's mail, e-mail or other types of electronic transmissions, information or data.

6. **Communications.** That the parties'

communications with each other shall be as follows:

- a. The parties shall communicate with each other in a civil manner.
- b. Unless there is an emergency involving one of the Minor Children, communications shall be limited to the hours from 7:00 a.m. to 8:00 p.m.
- c. In the event of an emergency involving one of the Minor Children, the parties may communicate with one another by telephone.

7. **Parenting Plan.** That the parties shall

cooperate to achieve the following objectives of this parenting plan: (a) provide for the Minor Children's physical care; (b) maintain the Minor Children's

emotional stability; (c) provide for the Minor Children's changing needs as they grow and mature in a way that minimizes the need for future modifications to the parenting plan; (d) set forth the authority and responsibilities of each parent with respect to the child consistent with definitions outlined in Utah Code §81-9-203; (e) minimize the Minor Children's exposure to harmful parental conflict; (f) encourage the parents, where appropriate, to meet the responsibilities to their child/children through agreements in the parenting plan rather than relying on judicial intervention; and (g) protect the best interest of the Minor Children.

8. **Child Support.** That child support be awarded as follows:

- a. Leasa's monthly "gross income" as defined by Utah Code Ann. § 81-6-203, equals the sum of \$5,584 (rounded), which sum is based upon imputing her income at the rate that she was paid in 2025.

- b. Chris' monthly "gross income" as defined by Utah Code Ann. § 81-6-203, equals the sum of \$9,000, which sum is based upon his current income.
- c. Effective May 1, 2026, Leasa shall be awarded, and Chris be ordered to pay, the sum of \$305.00 per month as the "base child support award," which sum is consistent than the child support guidelines contained in the Utah Uniform Civil Liability for Support Act, Utah Code Ann. §§ 81-6-101, *et seq.* See Child Support Obligation Worksheet (Joint Physical Custody), a copy of which is attached to the Settlement Agreement as Exhibit "A."
- d. Child support shall continue for the Minor Children until such time as the Minor Children shall reach the age of eighteen (18) or graduate from high school, in her normal year, whichever occurs last, or when otherwise emancipated. When each child reaches the age of eighteen or graduates from high school, whichever occurs last, or when otherwise emancipated, child support should be recalculated for the remaining children under the Guidelines in effect at that time.

9. **Additional Support.** That, as of the date of May 1, 2026, in addition to the base child support award,

both parties shall equally contribute to the expenses of the Minor Children as follows:

- a. All of the Minor Children's school fees and related expenses (i.e., school supplies, registration fees and related school fees, yearbook fees, school picture fees, gym fees, lab fees, extracurricular school activity fees, participation fees, and other related fees and costs).
- b. All of the Minor Children's cellular telephone expenses, fees and costs.
- c. All the Minor Children's extracurricular expenses, fees and costs including sports participation fees and costs, uniform fees, participation fees, club fees and costs, summer camps, travel expenses associated with the extracurricular activity, and lessons, as agreed upon by the parties in writing.
- d. All the Minor Children's educational tutoring, after school programs and/or special education programs.
- e. The party who incurs the expense shall provide proof of the expense and the incurred cost, whereupon the other party shall provide reimbursement within 30 days.

10. **Income Withholding for Child Support.** That if Chris is paying child support on time each month, it will be unnecessary for Chris' child support payments to be paid through the Office of Recovery Services. Chris shall establish an automatic bank transfer for the monthly payment of child support to Leasa to the America First account ending in 0119. Chris shall pay to Leasa the "base child support award" one-half on the fifth (5th) day and one-half on the twentieth (20th) day of each month. That if any child support obligation shall become "delinquent," as defined by Utah Code Ann. § 26B-9-401, or if Leasa elects for any reason, all appropriate income withholding procedures as contemplated by Utah Code Ann. §§ 26B-9-101, *et seq.*, as amended, shall apply to existing and future payers, that all withheld income shall be submitted to the Office of Recovery Services.

11. **Health Insurance and Health Expenses.** That the health insurance and health expense obligations shall be allocated as follows:

- a. Chris shall continue to maintain health, medical and dental insurance coverage for the Minor Children so long as such insurance is available at a reasonable cost. If at any time health, medical and dental insurance is not available to either party at a reasonable cost, the party who can obtain coverage at the *most* reasonable cost should be ordered to obtain the health, medical and dental insurance.
- b. The parties shall be ordered to share equally any out of pocket premium costs for the Minor Children's portion of insurance. The Minor Children's portion of the premium shall be deemed the per capita share of the premium actually paid. The premium expense for the Minor Children shall be calculated by dividing the premium amount by the number of persons covered under the policy.
- c. The parties shall be equally responsible for payment of all reasonable and necessary medical, dental, optical, orthodontic, therapy, counseling and other related health expenses of the Minor Children not covered by insurance, including deductibles and copayments, routine office visits, physical examinations and immunizations, and all other reasonable and necessary

uninsured medical, dental, optical, orthodontic, therapy, counseling and other related health expenses.

- d. The party who incurs medical, dental, optical, orthodontic, therapy, counseling and other related health expenses shall provide written verification of the cost and payment of said expense to the other party within thirty (30) days of payment. A party incurring medical, dental, optical, orthodontic, therapy, counseling and other related health expenses may be denied the right to receive credit for the expense or to recover the other party's share if that party fails to comply with the time requirements set forth above.
- e. The party maintaining insurance shall provide verification of coverage to the other party upon initial enrollment of the Minor Children and thereafter on an annual basis. The party providing insurance coverage shall notify the other party of any change of insurance carrier, premium or benefits within thirty (30) calendar days of the date the party knew or should have known of the change.

- f. The insuring party shall provide to the other party a copy of the explanation of benefits provided by the insurance carrier within thirty (30) days of the receipt of the same.
- g. The parties shall be responsible for their own medical insurance premiums and uncovered health care expenses.

12. **Total Monthly Support and Alimony.** That

the total monthly support and monthly alimony be awarded as follows:

- a. Effective May 1, 2026, Leasa be awarded, and Chris be ordered to pay, total monthly support (the “**Total Monthly Support**”), as follows:
 - i. The Total Monthly Support shall consist of the base child support (as provided herein above), and alimony (as provided herein below).
 - ii. Beginning May 1, 2026, and continuing for a period of two (2) years, Leasa shall be awarded Total Monthly Support in the sum of \$3,700 per month.
 - iii. Beginning May 1, 2028, and continuing for a period of five (5) years, Leasa shall be awarded Total Monthly Support in the sum of \$3,000 per month.

- iv. The Total Monthly Support award shall not exceed the amounts listed herein.
- b. That, effective May 1, 2026, Leasa be awarded, and Chris be ordered to pay, alimony as follows:
 - i. Beginning May 1, 2026, and continuing for a period of two (2) years, Leasa shall be awarded alimony in the sum of \$3,395 per month, which sum is part of and shall be used to calculate the Total Monthly Support.
 - ii. Beginning May 1, 2028, and continuing for a period of five (5) years, Leasa shall be awarded alimony in the sum of \$2,695 per month, which sum is part of and shall be used to calculate the Total Monthly Support.
 - iii. The monthly alimony award shall not exceed the amounts listed herein. The alimony shall automatically adjust to continue to be the Total Support amount when child support ends.
- c. That Leasa's right to alimony and Chris' obligation to pay alimony shall immediately terminate upon the first of the following events to occur:
 - i. The passage of seven (7) years from May 1, 2026;

- ii. Leasa's remarriage;
 - iii. The parties' agreement that there is cohabitation or a court establishment of Leasa's cohabitation with another individual;
 - iv. Leasa's death; or
 - v. Chris' death.
- d. That Chris shall pay all support by depositing it into the American First Credit Union account ending in 0119.

13. **Property Division.** That the parties' personal and real property shall be divided equitably between the parties as follows:

- a. **Leasa.** That Leasa be awarded, as her sole and separate property, the following:
- i. Except as otherwise provided herein, any and all other items of premarital or separate personal property including, but not limited to, home furnishings, personal effects and belongings, and real properties.
 - ii. Leasa's wedding ring.
 - iii. The joint account maintained at American First Credit Union as account number xxx0119 and the funds therein.

Chris and Leasa shall cooperate to remove Chris' name from that account. This account shall be used for Chris to deposit his support payments into.

- iv. Leasa's personal accounts maintained at Mountain America Credit Union including, but not limited to, account number xxx2213.
 - v. 2008 Acura MDX vehicle.
 - vi. Any and all of Leasa's clothing, personal effects and belongings.
 - vii. Except as otherwise provided herein, any and all other items of personal property which are currently in Leasa's possession.
- b. **Chris.** That Chris be awarded, as his sole and separate property, the following:
- i. Except as otherwise provided herein, any and all other items of premarital or separate personal property including, but not limited to, home furnishings, personal effects and belongings, and real properties.
 - ii. Chris' guns and gun safe.

- iii. Chris' personal accounts maintained at American First Credit Union including, but not limited to, account number xxx4533.
 - iv. Chris' business accounts maintained at American First Credit Union including, but not limited to, account number xxx____.
 - v. Chris' separate property accounts maintained at American First Credit Union including, but not limited to, account numbers xxx8310 and xxx3844.
 - vi. 2015 Ford Mustang GT automobile.
 - vii. 2001 Ford 350 Diesel truck.
 - viii. 2000 Crestliner boat, which is Chris' premarital or separate property.
 - ix. Any and all of Chris' clothing, personal effects and belongings.
 - x. Except as otherwise provided herein, any and all other items of personal property which are currently in Chris' possession.
- c. **The Health Account.** That during the parties' marriage, Chris acquired certain benefits in a health savings account and/or a

flexible spending account or similar account (collectively, the “**Health Account**”). That the Health Account be awarded to Chris as his sole and separate property.

- d. **Investment and Crypto Accounts.** That during the parties’ marriage, Chris, as part of his inheritance acquired certain investment and/or crypto benefits and accounts, together with computer programs, hardware and equipment (collectively, the “**Crypto Accounts**”). That the Crypto Accounts be awarded to Chris as his sole and separate property.

- e. **The Marital Residence.** That during the parties’ marriage, the parties acquired a residence located at 1445 Lombardy Drive, Murray, Utah 84121 (the “**Marital Residence**”). That, based upon the terms and provisions herein and the Settlement Agreement, Leasa be awarded, as her sole and separate property, the Marital Residence. That Leasa’s award of the Marital Residence shall be subject to the mortgage obligation which currently encumbers the Marital Residence. That, to the extent necessary, Leasa shall hold Chris harmless from the mortgage obligation which currently encumbers the Marital Residence. That within six (6) months from the entry of the

Decree of Divorce in this action, Leasa shall pay off, refinance, or assume the mortgage obligation which currently encumbers the Marital Residence, thereby removing any and all of Chris' liability from the mortgage obligation. Upon release of his obligations under the mortgage, Chris shall make, execute and deliver to Leasa a quit-claim deed and/or other related documents, thereby conveying and transferring Chris' interests in and to the Marital Residence. In the event that Leasa fails to timely eliminate or otherwise extinguish Chris' liability on the mortgage or other obligations, the parties shall immediately place the Marital Residence for sale to remove his liability.

- f. **The Fruitland Property.** That during the parties' marriage, the parties acquired certain parcels of real property located in Fruitland, Utah (the "**Fruitland Property**"). The Fruitland Property is known as Lot E-24 and Lot E-56, ELKHORN PHASE BANDANNA RANCH SUBDIVISION, Section 23. That, based upon the terms and provisions herein and the Settlement Agreement, Leasa be awarded, as her sole and separate property, the Fruitland Property. That Leasa's award of the Fruitland Property shall be subject to the mortgage obligations

which currently encumber the Fruitland Property. That, to the extent necessary, Leasa shall hold Chris harmless from the mortgage obligations which may encumber the Fruitland Property. Within six (6) months from the entry of the Decree of Divorce in this action, Leasa shall pay off or refinance the mortgage obligations which currently encumber the Fruitland Property, thereby removing any and all of Chris' liability from the mortgage obligations. Upon release of his obligations under the mortgages, Chris shall make, execute and deliver to Leasa a quit-claim deed and/or other related documents, thereby conveying and transferring Chris' interests in and to the Fruitland Property. In the event that Leasa fails to timely eliminate or otherwise extinguish Chris' liability on the mortgages or other obligations, Chris shall immediately place the Fruitland Property for sale to remove his liability.

- g. **The Murray Rental.** That, prior to the parties' marriage, Leasa acquired a rental property located at 5235 South Glendon Street, Unit L2, Murray, Utah 84123 (the "**Murray Rental**"). That, to the extent necessary, Leasa be awarded, as her sole and separate property, the Murray Rental. Leasa's award of the

Murray Rental shall be subject to the mortgage obligations which currently encumber the Murray Rental. That to the extent necessary, Leasa shall hold Chris harmless from the mortgage obligations which currently encumber the Murray Rental.

- h. **The Iron County Rental.** That prior to the parties' marriage, Leasa acquired a rental property located Iron County, Utah which is known as Lot 23, BLK 7 MEADOWS RANCH EAST SUBDIVISION, Iron County, Utah (the "**Iron County Rental**"). That, to the extent necessary, Leasa be awarded, as her sole and separate property, the Iron County Rental. Leasa's award of the Iron County Rental shall be subject to the mortgage obligations which currently encumber the Iron County Rental. That, to the extent necessary, Leasa shall hold Chris harmless from the mortgage obligations which currently encumber the Iron County Rental.
- i. **The Trust Properties.** That, on September 8, 2024, Chris' father, Alvie Carter, died. As a result, Chris was appointed as the Trustee of The Alvie Carter Trust, Dated December 5, 1994 (as subsequently amended and restated) (the "**Trust**"). Chris, as Trustee of the Trust, holds interests in several parcels of real

property (the “**Trust Properties**”), which assets are not part of the marital estate. The Trust Assets include, but are not limited to, the parcels of real property identified on the Schedule of Real Properties, a copy of which is attached to the Settlement Agreement as Exhibit “**B**.” That, to the extent necessary, Chris be awarded, as his sole and separate property, the Trust Properties. That Chris’ award of the Trust Properties shall be subject to the mortgage and other obligations which currently encumber the Trust Properties. That, to the extent necessary, Chris shall hold Leasa harmless from the mortgage and other obligations which currently encumber the Trust Properties.

- j. **The Poplar Pub and the Pub Property.** That during the course of the parties’ marriage, Chris individually acquired a 50% membership and ownership interest in and to an entity named Poplar Street Pub, LLC (the “**Poplar Pub**”). That Chris’ father, Alvie Carter, individually and/or by and through the Trust, acquired the other 50% membership and ownership interest in and to the Poplar Pub. That the Poplar Pub owns the real property, the personal property and operates the business located at 242 South 200 West, Salt Lake City, Utah 84101 (the

“Pub Property”). That, based upon the terms and provisions herein and the Settlement Agreement, Chris be awarded, as his sole and separate property, 100% of the interests in and to the Poplar Pub, together with the real property, the personal property and the business operations located at the Pub Property. That Chris’ award of the Poplar Pub and the Pub Property shall be subject to the mortgage and other obligations which currently encumber the Poplar Pub and/or the Pub Property. That, to the extent necessary, Chris shall hold Leasa harmless from the mortgage and other obligations which currently encumber the Poplar Pub and/or the Pub Property.

- k. **The Clinton Property**. That during the course of the parties’ marriage, the Trust acquired certain real property located at 2142 West 1800 North, Clinton, Utah 84015 (the **“Clinton Property”**). The Clinton Property has been developed and currently a Grease Monkey Service Garage operates on the property. As part of the development and for the purpose of obtaining financing, the Trust conveyed the Clinton Property to Chris in his individual capacity. That, based upon the terms and provisions herein and the Settlement Agreement, Chris be

awarded, as his sole and separate property, the Clinton Property, together with any personal property and/or business operations located at the Clinton Property. That Chris' award of the Clinton Property shall be subject to the mortgage and other obligations which currently encumber the Clinton Property. That, to the extent necessary, Chris shall hold Leasa harmless from the mortgage and other obligations which currently encumber the Clinton Property.

- I. **Retirement Accounts.** That during the course of the parties' marriage, they have acquired certain retirement accounts and benefits. That pursuant to the terms and provisions of the Settlement Agreement the parties waived and disclaimed any and all accounts, benefits, claims or interests that each may have in any and all retirement accounts and benefits by the other party accrued before and during the course of the parties' marriage. Therefore, the parties shall each be awarded, as their sole and separate property, any and all retirement accounts and benefits accrued in their respective name before, during and after the course of the parties' marriage.

- m. **The Equitable Payment.** That to balance out the value of the parties' marital estate, within six (6) months from the entry of the Decree of Divorce in this action, Leasa shall pay to Chris the sum of Forty Thousand Dollars (\$40,000) (the "**Equitable Payment**"). Notwithstanding the foregoing, in the event that Leasa sells the Marital Residence or the Fruitland Property before the six (6) month deadline, Leasa shall pay to Chris the Equitable Payment immediately upon receipt of such sales proceeds.
- n. **Obligations Associated with Property Division.** That as otherwise provided herein, and to the extent applicable, the parties shall hold each other harmless from liability on any and all debts, obligations, expenses or other liabilities otherwise associated with the respective assets and property interests being awarded to them herein, including any income tax obligations (if any).
- o. **Bankruptcy.** That any and all awards provided herein and subsequently in the decree of divorce shall not be dischargeable in bankruptcy in accordance with 11 U.S.C. §523.

- p. **No Other Assets.** That, except as provided herein, pursuant to the terms and provisions of the Settlement Agreement the parties agreed and acknowledged that there are no other assets or other property interests that the parties have held during the course of the marriage or currently hold. That in the event that other assets or other property interests exists, or existed, then such assets or such other property interests shall be divided equally between the parties.

14. **Debts Distribution.** That during the course of the parties' marriage, the parties have incurred certain debts and obligations, the assumption and payment of which shall be allocated as follows:

- a. **Leasa.** That Leasa shall assume and pay, and hold Chris harmless from liability on, the following debts and obligations:
- i. Any and all debts, obligations, expenses or other liabilities that Leasa incurred prior to the parties' marriage and those debts that related to Leasa's premarital and/or separate property.
 - ii. Any and all credit card debts and obligations incurred in Leasa's name.

- iii. Any and all debts, obligations, expenses or other liabilities encumbering or otherwise associated with the Marital Residence.
 - iv. Any and all debts, obligations, expenses or other liabilities encumbering or otherwise associated with the Fruitland Property.
 - v. Any and all debts, obligations, expenses or other liabilities encumbering or otherwise associated with the Murray Rental.
 - vi. Any and all debts, obligations, expenses or other liabilities encumbering or otherwise associated with the Iron County Rental.
 - vii. Except as provided herein, any and all obligations that Leasa has incurred in her sole name.
 - viii. Any and all other obligations that Leasa is required to assume and pay in accordance with the terms and provisions herein and the Settlement Agreement.
- b. **Chris.** That Chris shall assume and pay, and hold Leasa harmless from liability on, the following debts and obligations:

- i. Any and all debts, obligations, expenses or other liabilities that Chris incurred prior to the parties' marriage and those debts that related to Chris's premarital and/or separate property.
- ii. Any and all credit card debts and obligations incurred in Chris' name.
- iii. Any and all debts, obligations, expenses or other liabilities encumbering or otherwise associated with the Crypto Accounts.
- iv. Any and all debts, obligations, expenses or other liabilities encumbering or otherwise associated with the Trust Properties.
- v. Any and all debts, obligations, expenses or other liabilities encumbering or otherwise associated with the Poplar Pub and the Pub Property.
- vi. Any and all debts, obligations, expenses or other liabilities encumbering or otherwise associated with the Clinton Property.
- vii. Any and all obligations that Chris has incurred in his sole name.

viii. Any and all other obligations that Chris is required to assume and pay in accordance with the terms and provisions herein and the Settlement Agreement.

c. **No Other Debts or Obligations.** That, except as provided herein, pursuant to the Settlement Agreement the parties agreed and acknowledged that there are no other marital debts or obligations. In the event that the parties subsequently become aware of a marital debt or marital obligation not listed above, the party who incurred or who incurs such debt or obligation shall assume and pay, and hold the other party harmless from liability on, such debt or obligation.

d. **Notice to Creditors.** That the parties shall take all necessary steps to remove each other's name from any and all joint accounts or obligations, including all requirements and notices set forth in Utah Code Ann. §§ 81-4-406, 15-4-6.5 and 15-4-6.7.

15. **Tax Exemptions.** That the parties shall equally divide the right to claim the Minor Children as dependents, together with the corresponding tax exemptions and child credits, on their respective federal and state income tax returns. Specifically, Leasa shall

be awarded the right to claim PJC as a dependent and Chris shall be awarded the right to claim PAC as a dependent. The parties shall alternate the right to claim BIC as a dependent, with Leasa claiming BIC during odd numbered tax years and Chris claiming BIC during even numbered tax years.

16. **Name Restored to Leasa.** That Leasa's surname shall be changed back to "Tripp" if Leasa so desires.

17. **Attorneys' Fees.** That the parties shall assume and pay their respective attorneys' fees and costs incurred in connection with this matter.

18. **Documents and Mutual Cooperation.** That each party shall execute and deliver to the other all instruments of transfer and documents of ownership required to perform such party's obligations hereunder, and each party shall provide continuing assurance, upon reasonable request, of compliance with all of the provisions herein. That the parties shall cooperate

reasonably with each other, in person or through counsel, to carry out all provisions herein.

19. **Breach.** That if either party materially breaches his or her obligations hereunder, then the non-breaching party shall be entitled to recover from the breaching party all costs of seeking and obtaining appropriate redress, including reasonable attorneys' fees, whether with or without the institution of a civil action and before any forum or tribunal, including but not limited to recourse in connection with any bankruptcy case or insolvency proceeding.

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED
BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE****

Approved as to Form:

Hawkes & Quam, LLC

By: /s/ Danielle Hawkes (Signed with Permission)
Danielle Hawkes
Attorneys for Respondent Laresa Tripp Carter
Also known as Leasa Tripp Carter

[55606.01]