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IN THE DISTRICT COURT OF UTAH
THIRD JUDICIAL DISTRICT, SALT LAKE COUNTY
450 South State Street, Salt Lake City, Utah 84114

In the Matter of the Marriage of:
KAITLIN BEAN,
Petitioner,

and

ROBERT BEAN,
Respondent.

DECREE OF DIVORCE

Case No. 264901204

Judge: Teresa Welch
Commissioner: Joanna Sagers

Petitioner, **KAITLIN BEAN**, by and through her counsel of record, Ally Jamerson of Fontenot Law, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

- 1. Residency.** Petitioner and Respondent are both bona fide residents of Salt Lake County, State of Utah, and have been for more than three months immediately prior to the filing of this action.
- 2. Marriage Information.** Petitioner and Respondent were married on September 25, 2010, in Sandy, Salt Lake County, State of Utah and are presently married. The parties separated on or about December 4, 2025.
- 3. Grounds.** The parties have experienced irreconcilable differences in their marriage and there

is no chance of reconciliation. The parties request that this Court order that the marriage be dissolved.

4. Child. The parties have one (1) minor child born or adopted of this marriage, to wit: G.B., born in December of 2017.

5. Pursuant to Utah Rule of Civil Procedure 100(a), the parties stipulate that there are no proceedings involving custody, criminal, protective orders, or delinquency involving the above-named minor child in juvenile court or any other venue.

6. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Annotated § 81-6 *et seq.* (1953 as amended), in that Utah is the home state of the minor child at the time of commencement of this proceeding.

7. Legal Custody. Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor child.

a. The parties shall discuss all major decisions concerning the child including her health, education, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution, giving preference to the available expert (if applicable).

c. If the parties reach an impasse following this process, the parties shall participate in mediation regarding the issue prior to either party seeking court intervention.

d. The minor child shall remain in her current school and any feeder schools unless

the parties agree or the court orders otherwise.

- e. The minor child shall continue to see her primary care providers (pediatrician, dentist, etc.).

8. Physical Custody and Parent-Time. The parties shall be awarded joint physical custody of the minor child with parent-time being as the parties may agree. If the parties cannot agree, Respondent's parent-time shall be as follows:

- a. Phase One. Beginning August 1, 2026, Respondent's parent-time shall be pursuant to Utah Code Annotated § 81-9-302, as follows:

- i. Respondent shall have the minor child on alternating weekends. Weekend parent-time shall begin Friday at the end of Respondent's workday, or the end of school (if the child is in school). Parent-time shall end Sunday night at 7:00 p.m. If the child is not in school and Respondent is available to be with the minor child, Respondent may pick the child up Friday beginning at 8 a.m.

- ii. In addition, Respondent shall have the minor child every week for a mid-week visit. Respondent shall have the child every Monday beginning at the end of school (if the child is in school), or 8:00 a.m. if school is not in session and Respondent is available to provide personal care for the child, until 8:30 p.m.

- iii. Unless the parties agree otherwise, Respondent's Phase One parent-time shall be pursuant to the following schedule:

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Petitioner	Respondent visit, Petitioner	Petitioner	Petitioner	Petitioner	Petitioner	Petitioner

		overnight					
2	Petitioner	Respondent visit, Petitioner overnight	Petitioner	Petitioner	Petitioner	Respondent	Respondent

b. Phase Two. Beginning September 1, 2026, Respondent's parent-time shall be pursuant to Utah Code Annotated § 81-9-302, modified as follows:

- i.** Respondent shall have the minor child on alternating weekends. Weekend parent-time shall begin Friday at the end of Respondent's workday, or the end of school (if the child is in school). Parent-time shall end Monday morning at school drop off or 8:00 a.m. if school is not in session. If the child is not in school and Respondent is available to be with the minor child, Respondent may pick the child up Friday beginning at 8 a.m.
- ii.** In addition, Respondent shall have the minor child every week for a mid-week visit. Respondent shall have the child every Monday beginning at the end of school (if the child is in school), or 8:00 a.m. if school is not in session and Respondent is available to provide personal care for the child, until 8:30 p.m.
- iii.** Unless the parties agree otherwise, Respondent's Phase Two parent-time shall be pursuant to the following schedule:

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Respondent	Respondent visit, Petitioner overnight	Petitioner	Petitioner	Petitioner	Petitioner	Petitioner
2	Petitioner	Respondent visit, Petitioner	Petitioner	Petitioner	Petitioner	Respondent	Respondent

		overnight					
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c. Phase Three. Beginning October 1, 2026, Respondent's parent-time shall be pursuant to Utah Code Annotated § 81-9-303, as follows:

- i. Respondent shall have the minor child on alternating weekends. Weekend parent-time shall begin Friday at the end of Respondent's workday, or the end of school (if the child is in school). Parent-time shall end Monday morning at the beginning of school, or 8:00 a.m. if school is not in session. If the child is not in school and Respondent is available to be with the minor child, Respondent may pick the child up Friday beginning at 8 a.m.
- ii. In addition, Respondent shall have the minor child every week for a mid-week overnight. Respondent shall have the child every Monday beginning at the end of school (if the child is in school), or 8:00 a.m. if school is not in session and Respondent is available to provide personal care for the child, until Thursday morning school drop off (if the child is in school) or 8:00 a.m. (if the child is not in school).
- iii. On the weeks in which Respondent does not have the full weekend with the minor child, Respondent shall have the minor child for a mid-week overnight on Monday beginning at the end of school (if the child is in school), or 8:00 a.m. if school is not in session and Respondent is available to provide personal care for the child, until Tuesday morning school drop off (if the child is in school) or 8:00 a.m. (if the child is not in school).
- iv. Unless the parties agree otherwise, Respondent's Phase Three parent-time

shall be pursuant to the following schedule:

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Respondent	Respondent	Petitioner	Petitioner	Petitioner	Petitioner	Petitioner
2	Petitioner	Respondent	Petitioner	Petitioner	Petitioner	Respondent	Respondent

d. Phase Four. Beginning June 1, 2027, parent-time shall be pursuant to Utah Code Annotated § 81-9-305, as follows:

- i. Each parent shall have the minor child on alternating weekends. Weekend parent-time shall begin Friday at the end of school (if the child is in school). Parent-time shall end Monday morning at the beginning of school, or 8:00 a.m. if school is not in session. If the child is not in school and the parent beginning weekend parent-time is available to be with the minor child, that parent may pick the child up Friday beginning at 8 a.m.
- ii. Petitioner shall have the child every week beginning Monday at the end of school (if the child is in school), or 8:00 a.m. (if school is not in session), until Wednesday morning school drop off (if the child is in school) or 8:00 a.m. (if the child is not in school).
- iii. Respondent shall have the child every week beginning Wednesday at the end of school (if the child is in school), or 8:00 a.m. (if school is not in session), until Friday morning school drop off (if the child is in school) or 8:00 a.m. (if the child is not in school).
- iv. Unless the parties agree otherwise, beginning June 1, 2027, parent-time shall be pursuant to the following schedule:

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Respondent	Petitioner	Petitioner	Respondent	Respondent	Petitioner	Petitioner
2	Petitioner	Petitioner	Petitioner	Respondent	Respondent	Respondent	Respondent

e. Summer regular parent-time shall be equal on a week on, week off basis. Summer exchanges shall be on Sundays at 7:00 p.m.

9. Transportation. Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

- a. The receiving parent shall be responsible to pick up the minor child for all visits.
- b. School-to-school exchanges shall be utilized when school is in session.
- c. When school to school exchanges are not utilized, exchanges shall be curbside at the residence of the parent ending their parent-time.
- d. The parties shall be civil and respectful during all exchanges. Both parties shall say their goodbyes prior to the exchange, so that exchanges can be brief and uneventful. Neither party shall discuss parenting issues during exchanges.
- e. A responsible adult third party known to the child and both parties may be utilized for exchanges. Any such third party shall be subject to the same civility obligations as the parties.

10. Holiday Parent-time. Holiday parent-time shall be as the parties agree. If the parties cannot agree, holiday parent-time shall be based upon Utah Code Annotated § 81-9-303, as set forth herein:

- a. The parties have chosen to remove Juneteenth, Columbus Day, and Veteran's Day from the schedule of alternated holidays.
- b. The parties have chosen to make an alteration to the schedule of alternated

holidays by adding an overnight visit to the birthday of the parents.

c. Holiday parent-time shall take precedence over regular parent-time, and both parties shall be restrained from interrupting the other's holiday parent-time.

d. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

e. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day;
- ii. the holiday schedule for the child's birthday and/or a parent's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- iii. the holiday schedule for any holiday that is not Mother's Day, Father's Day, the child's birthday, or a parent's birthday;
- iv. extended parent-time; and
- v. the schedule for weekday or weekend parent-time.

f. Unless the parties agree otherwise, holiday parent-time shall be according to the following schedule:

HOLIDAY	HOLIDAY TIME PERIOD	Years Respondent is Granted Holiday	Years Petitioner is Granted Holiday
Dr. Martin	Holiday begins Friday at 9 a.m. if school is not in	Odd years	Even years

Luther King Jr. Day	session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the day following Dr. Martin Luther King Jr. Day; or at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
President's Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child to school on the day following President's Day; or at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends: upon delivering the child to school on the day following the end of spring break; or at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the day following Memorial Day; or at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	Holiday begins the night before Mother's Day at 7:00 p.m. Holiday ends on Mother's Day at 8:30 p.m.		All years
Father's Day	Holiday begins the night before Father's Day at 7:00 p.m.	All years	

	Holiday ends on Father's Day at 8:30 p.m.		
Independence Day	Holiday begins on July 3rd at 6 p.m. Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23rd at 6 p.m. Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at: 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the day following Labor Day; or at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends: upon delivering the child to school on the day following the end of fall break; or at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends upon delivering the child to school on the day following Halloween; or at 8:00 a.m. on the day following Halloween if there is no school.	Even years	Odd years
Thanksgiving	Holiday begins on Wednesday at: 6 p.m.; or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the Monday following Thanksgiving; or at 8 a.m. on the Monday	Even years	Odd years

	following Thanksgiving if there is no school.		
Winter Break (First Half)	Holiday begins at: 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27th at 7 p.m. Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years
Petitioner's Birthday	Holiday begins at 3:00 p.m. on November 15. Holiday ends at 9:00 a.m. on November 15.		All years
Respondent's Birthday	Holiday begins at 3:00 a.m. on June 17. Holiday ends at 9:00 a.m. on June 17.	All years	

11. Summer Extended Parent-time. Summer parent-time shall be as the parties agree. If the parties cannot agree, summer parent-time shall be as set forth herein:

- a. Each parent shall be entitled to two (2) consecutive weeks of uninterrupted summer extended parent-time with the minor child.
- b. Each parent shall provide notice of their intended extended summer parent-time. During odd-numbered years, Respondent shall provide notice of his intended extended summer parent-time by May 1 and Petitioner shall provide notice of her intended extended summer parent-time by May 15. During even-numbered years, Petitioner shall provide notice of her intended extended summer parent-time by May

1 and Respondent shall provide notice of his intended extended summer parent-time by May 15.

c. If a parent fails to provide notice as set forth herein within the applicable time period, the noncomplying parent shall lose their priority and the complying parent may schedule their extended summer parent-time.

d. Neither parent shall schedule their extended summer parent-time in a way which results in that parent having more than fourteen (14) overnights with the child in a row.

12. Virtual Parent-time. Each party may have reasonable, uncensored, and unmonitored phone contact with the child while they are with the other parent. The child may call either parent at any time. Both parties shall be supportive of virtual parent-time with the other parent.

13. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Annotated § 81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

a. Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional

needs, accomplishments, and other information appropriate to share with the other parent;

c. The parties shall notify the other parent of major injury or illness involving the child as soon as reasonably possible;

d. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, significant new language development, discipline challenges, etc., regarding their minor child;

f. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;

g. 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;

h. For emergency purposes, whenever the child travels with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location;

i. Before leaving the United States with the child, the parent taking the minor child will give the other parent at least sixty (60) days' notice. The parties shall cooperate

in obtaining a passport for the minor child and making that passport available to the traveling parent;

j. The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability;

k. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule;

l. The parties shall not put the child in the middle of adult conflict by refraining from discussing disagreements in front of the minor child;

m. The minor child shall not be used as a messenger between the parents;

n. The parties shall maintain safe and appropriate sleeping and living accommodations for the child. The child shall be bathed regularly and be clothed in reasonably clean clothing. The child shall always have her own bed;

o. The minor child shall never be left with surrogate caregivers who are adults or older adolescents who are not related to her without providing identifying and contact information regarding the surrogate care giver to the other parent;

p. While the parties' child is a minor, neither party shall have any roommates without disclosing their identifying information sufficient to conduct a background check to the other parent;

q. Neither parent shall question the minor child about the other parent's activities,

personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

r. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;

s. Communication between the parties shall solely be about the minor child or implementation of the provisions of this Stipulation. Communication regarding the minor child shall be directly between the parents and shall not involve third parties. All non-emergency communication shall be in writing, through Our Family Wizard. Emergency communication may be through text message;

t. Within seven (7) days of the Stipulation, each party shall establish their own O.F.W. account. Thereafter, O.F.W. shall be utilized for all non-emergency communications, calendaring, sharing medical and day care bills, and any other child-related communication between the parties. Each party shall be responsible to pay for their own account;

u. Each party shall be responsible to maintain clothing and other items for the child to use when she is with that party. All clothing purchased by a party shall be returned to that party at the end of parent-time; and

v. Both parents shall be provided access to any communication devices utilized by the child and any social media accounts used by the minor child.

14. Mutual Restraining Order. The parties stipulate and agree to the following mutual

restraining order:

- a.** Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preferences regarding custody or visitation. This includes any disparagement of the other party's family, religion, traditions, lifestyle, or any other matter.
- b.** Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.
- c.** Both parties shall be restrained from discussing divorce or other legal issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationships with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child. Neither party shall request or encourage the child to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.
- d.** Both parties shall be mutually restrained from harassing, threatening, stalking, digitally stalking, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.
- e.** With the exception of child exchanges as set forth above, neither party shall go the residence or work place of the other party without written permission.

f. Both parties shall be mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

g. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

15. Child Support. Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet attached hereto. For purposes of the Stipulation, the parties have established Respondent's monthly income as \$13,704.00 and Petitioner's imputed monthly income as \$4,583.00. Respondent's monthly child support obligation is established at \$865.00 for one (1) minor child, based upon the joint custody calculator, with Respondent having 145 overnights and Petitioner having 220 overnights.

a. Child support shall be payable one half on the 5th day of each month and one half on the 20th day of each unless the parties otherwise agree.

b. Child support shall continue until the child turns eighteen (18) or graduates from high school, whichever is the last to occur.

c. Payor's income may be subject to income withholding by the ORS in accordance with the Utah Code.

d. Child support payments as calculated herein shall begin August 1, 2026.

e. Beginning June 1, 2027, when the parties go to equal parent-time, Respondent's monthly child support obligation shall be \$392.00.

f. Both parties waive any claims they may have for past child support.

16. School Fees and Extracurricular Expenses. School fees and extracurricular expenses shall be divided as follows:

a. The parties shall be equally responsible for the mandatory child's school fees, not including private school tuition.

b. The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties. If the parties do not agree on an extracurricular activity, one party may enroll a minor child in such an activity but will do so at his or her sole expense. Neither party may obligate the child to an unapproved extracurricular activity which infringes on the parent-time of the other parent. However, parties shall attempt to cooperate with and support any extracurricular attendance necessary whenever reasonable.

c. The parties expressly stipulate that the child may continue to be enrolled in dance and swimming, and that they shall each be responsible for one-half of the cost of those activities.

17. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Annotated § 81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by the parties, if it's available at a reasonable cost.

a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Petitioner shall be considered the secondary

coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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. If the minor child is ever covered by the health insurance of both Petitioner and Respondent, neither party shall be entitled to reimbursement from the other party.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each 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 thirty (30) days of payment. The other parent shall remit payment within thirty (30) days of receipt of the verification. If neither party is able to secure

said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

f. The parties shall follow Utah Code Annotated § 15-4-6.7. Pursuant to Utah Code Annotated § 15-4-6.7, § 81-3-105, and § 81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Annotated § 81-9-302, § 81-4-204, or § 81-6-208, or an administrative order under § 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Annotated § 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 that share of the medical and dental expenses required to be paid by the parent under the order.

18. Childcare Expenses. Each party shall be responsible for any childcare expenses for their respective parent-time. Before employing paid childcare, the parties shall use their best reasonable efforts to utilize family members to care for the minor child. Childcare provided by family members shall be deemed to be free.

19. Right of First Refusal. Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor child over any other third party (i.e., surrogate care) if the parent responsible for the minor children is not available for a period of

overnight or longer during parent-time, the other parent shall be entitled to parent-time if that parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (a) provide all transportation to and from parent-time and (b) provide direct parental care personally (not through family members or surrogates).

20. Tax Exemptions. Tax exemptions for the minor child shall be awarded as follows:

- a.** For tax year 2026, the parties shall file separate tax returns and each shall receive any refund or be solely responsible for any shortfall for their own return.
- b.** Starting with tax year 2026, Respondent shall claim the child for even tax years and Petitioner shall claim the child for odd tax years.
- c.** If, on December 31 of any year, either party is behind on any child support payments ordered pursuant to this Stipulation, that party shall waive their right to claim any minor child for that year.
- d.** The parties shall follow all IRS guidelines as to filing status.

21. Real Property. During the course of the parties' marriage, the parties acquired certain real property located at 7081 Claudia Hill Lane, West Jordan, Utah 84081 (the "Home"), which shall be divided as set forth herein:

- a.** The Home is awarded to Respondent as his sole and separate property. He shall have exclusive use and possession of the Home.
- b.** Respondent shall be solely responsible for all payments pertaining to the Home, including but not limited to the mortgage payment, taxes, insurance, utilities, repairs, and upkeep. Respondent shall be prohibited from causing any damage to the Home

until Petitioner has received her Asset Equalization Payment as set forth in Paragraph 29 below.

c. Petitioner waives any claim she may have to the Home. Petitioner shall execute a quitclaim deed to the Home: (i) upon payment of the Asset Equalization Payment set forth in Paragraph 29 below; or (ii) upon request by Respondent if he provides proof that the quitclaim deed is necessary to allow Respondent to refinance or take out a second mortgage on the Home from which the Asset Equalization Payment shall be made.

d. The Home shall be security for Respondent's obligation to make the Asset Equalization Payment set forth in Paragraph 29 below.

e. Neither party shall further encumber the Home until Petitioner has received the Asset Equalization Payment as set forth in Paragraph 29 below. If Respondent needs to encumber the Home as part of the transaction which pays Petitioner the Asset Equalization Payment in full, that will be acceptable.

f. Respondent shall remove Petitioner's name from the mortgage encumbering the Home no later than nine (9) months following entry of this Decree.

g. If Respondent fails to remove Petitioner's name from the mortgage encumbering the Home and make the Asset Equalization Payment within nine (9) months following entry of this Decree, the Home shall be immediately listed with a licensed Realtor of Respondent's choosing and sold, as follows:

i. The Realtor shall be instructed to communicate all aspects of the listing and sale process to both parties.

ii. Respondent shall follow all recommendations of the Realtor as to listing price, presentation, offers, and counteroffers.

h. If the Home is sold, the sale proceeds shall be divided as follows:

i. First, to pay any commissions and seller closing costs appurtenant to the sale;

ii. Second, to pay off any encumbrance against the Home;

iii. Third, to pay Petitioner the sum of \$129,500.00; and

iv. Fourth, the remainder shall be delivered to Respondent.

22. Alimony. Given the income disparity of the parties and the distribution of assets hereunder, Petitioner shall be awarded alimony from Respondent as part of a total support package as follows:

a. Petitioner shall be awarded total support, including child support and alimony, in the amount of \$2,000.00 per month for a period of ninety (90) months. Immediately thereafter, Petitioner shall be awarded total support, including child support and alimony, in the amount of \$1,000.00 per month for a period of thirty (30) months. The total support period is one hundred twenty (120) months.

b. The parties agree that this is a total support amount. In the event child support changes, the amount of alimony shall change in an equal but opposite amount. In other words, if child support increases by \$100.00 per month, alimony shall decrease by \$100.00 per month so that the total support payment remains constant. If, at any time, child support is calculated to be more than the required total support amount, Respondent shall pay the child support calculated in lieu of the total support payment

set forth herein.

- c. Alimony payments shall begin August 1, 2026.
- d. Alimony shall be payable one half on the 5th day of each month and one half on the 20th day of each unless the parties otherwise agree.
- e. Alimony shall continue until the first to occur of:
 - i. The death of Respondent or Petitioner;
 - ii. Petitioner's remarriage or cohabitation; and
 - iii. The final alimony payment due for July 2036.
- f. Both parties waive any claim they may have for past spousal support.

23. Vehicles. The parties' own certain vehicles, which shall be awarded as follows:

- a. Respondent shall be the 2006 Honda Civic. Respondent shall be responsible for all payments, insurance, repairs, and upkeep of this vehicle.
- b. Petitioner shall be awarded the 2017 Toyota Highlander. Petitioner shall be solely responsible for all payments, insurance, repairs, and upkeep of this vehicle.
- c. Each party shall remove the other party from title for all vehicles awarded to them no later than thirty (30) days following entry of this Decree.
- d. Beginning September 1, 2026, each party shall maintain and pay for their own automobile insurance policy.
- e. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

24. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties have previously divided much of this personal property

between themselves. The remaining personal property shall be divided as follows:

- a. Petitioner shall be awarded the following items still in Respondent's possession:
 - i. Any of her sentimental items gifted to her by her grandmother, including the Hallmark Christmas ornaments and other Christmas decorations; and
 - ii. Any artwork gifted to Petitioner.
 - iii. Petitioner shall provide Respondent a detailed list and description of any such items.
- b. Respondent shall be awarded his personal blanket currently in Petitioner's possession.
- c. Aside from these items, the parties shall be awarded all other personal property currently in their possession.
- d. The parties shall duplicate any desired family pictures and videos, so each party has a copy. The parties shall share the costs of duplication equally.
- e. If an issue arises regarding division of personal property, the parties shall return to mediation prior to seeking court intervention.

25. Debts. During the marriage, Petitioner and Respondent acquired certain debts. In order to equitably resolve these issues, each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Owed</i>	<i>Obligation of:</i>
Mortgage on the Home	Full Balance	Respondent
Cyprus Credit Union credit cards (2)	Full Balance	Respondent
Green Sky Loan	Full Balance	Respondent
JP Morgan Chase (Disney) credit card	Full Balance	Respondent

Any credit cards or other debts in Petitioner's name	Full Balance	Petitioner
Any credit cards or other debts in Respondent's name	Full Balance	Respondent

- a. Each party shall be responsible for any other debts in his/her own name not listed above.
- b. Each party shall be responsible for any debts incurred since separation.
- c. Neither party shall use the credit cards or incur additional debt on a marital debt awarded to the other party.
- d. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- e. Each party shall hold the other harmless on debts in that parties' name, whether listed in this stipulation or not.

26. Financial Accounts. During the course of the marriage the parties acquired certain bank, savings, and other financial accounts. Those accounts shall be divided as follows:

- a. Petitioner shall be awarded any and all financial accounts held in her own name, free and clear of any claim by Respondent.
- b. Respondent shall be awarded any and all financial accounts held in his own name, free and clear of any claim by Petitioner.
- c. Any joint accounts shall be awarded to Respondent. Petitioner's name shall be removed from any such joint accounts.
- d. Respondent's UPS Computershare (1193) account shall be divided fifty-fifty (50-50) between the parties as of the date of this Decree. If a Qualified Domestic Relations Order is necessary to effect this division, the parties shall follow the

provisions of Paragraph 27. Respondent shall be prohibited from dissipating or encumbering this account until it has been divided between the parties as contemplated herein.

27. Retirement Accounts. During the course of the marriage the parties acquired certain retirement accounts and pension rights. Those accounts shall be divided as follows:

a. Petitioner shall be awarded fifty percent (50%) of the martial portion of the following accounts:

i. Respondent's Voya Financial 401(k); and

ii. Respondent's UPO Basic Pension, Active 2042, (5352).

b. Petitioner shall be awarded her retirement account in full: Petitioner's Empower 401(k) (8732).

c. The parties shall retain Rori Hendrix to complete the required Qualified Domestic Relations Orders (hereinafter "QDRO") to divide these accounts, if necessary. The parties shall equally share in the costs related to the completion of the QDROs. The parties shall promptly cooperate in reviewing and signing necessary documents to effectuate the transfer and shall provide all information necessary.

d. The accounts shall be valuated as of the date of the entry of this Decree of Divorce. Neither party shall obtain a loan against their account, withdraw from their account, or otherwise dissipate or encumber their account before division.

28. Business Interests. Petitioner has an ownership interest in a 501(c)(3) organization, Ohana Day Center. Petitioner shall be awarded all of her interest Ohana Day Center free and clear of any claim by Respondent now or in the future, including but not limited to full control and

decision-making authority, property, vehicles, assets, financial accounts, debts, income, stocks, etc. associated with said business interest(s). Petitioner shall be solely responsible for all debts, accounts payable, taxes, fees, and obligations of any kind pertaining to Ohana Day Center. Petitioner shall indemnify and hold Respondent harmless from any such obligations.

29. Asset Equalization Payment. In order to equalize the distribution of assets as set forth herein, the parties agree to the following Asset Equalization Payment:

- a. Respondent shall pay to Petitioner the sum of \$129,500.00.
- b. This sum shall be paid on or before the date which is nine (9) months following entry of this Decree.
- c. If Respondent fails to pay the Asset Equalization Payment when due, the Home shall be listed for sale and sold as set forth in Paragraph 21(f) and (g).

30. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement actions may be filed directly with the court without mediation.

31. Cooperation. Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that this Decree of Divorce is fully satisfied.

32. Attorney Fees. Each party shall pay their own attorney's fees and costs incurred in this matter.

33. Name Change. If she so chooses, Petitioner shall be entitled to legally change her name to

KAITLIN JENSEN.

34. Waiver of Hearing and Mediator. The parties do not desire to have a hearing or to have the court decide these issues and they waive such rights. The parties understand that the Mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied on the representations of the Mediator in any way in the determination of the acceptability of this agreement. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

35. Fair Settlement Disclosure. Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms voluntarily and of his or her own free will, and that he or she does so free from any undue influence, threat, or duress.

36. Miscellaneous Provisions. The Stipulation of the parties is effective on the date signed by all parties. This agreement resolves all issues pertaining to the parties. Both parties acknowledge the jurisdiction of this court and consent thereto. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until such an order is entered, the terms and conditions set forth herein are enforceable as a court order and are not mere recitations.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

Nathaniel Garrabrandt
Attorney for Respondent

NOTICE

To Attorney for Respondent:

You will please take notice that the undersigned, Attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the judge of the above-titled court for signature, upon the expiration of seven (7) days from the date this Notice is emailed to you, unless a written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

Kindly govern yourself accordingly.

DATED this 31st day of July, 2026.

/s/ Ally Jamerson

Ally Jamerson

Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on the 31st day of July, 2026, I emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Nathaniel Garrabrandt
Marco Brown
8915 South 700 East, Suite 203
Sandy, Utah 84070
nathaniel@brownfamilylaw.com

/s/ Angela Trolia