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IN THE THIRD DISTRICT COURT, SALT LAKE DEPARTMENT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: KARISHA WHITE and KYLE WHITE.	DECREE OF DIVORCE Civil No. 264901607 Judge Joel Ferre Commissioner Renee Blocher

The above-entitled matter came before the court on Karisha White’s Petition for Divorce, the parties’ Stipulation, and Karisha White’s Declaration of Jurisdiction and Grounds. Karisha White hereinafter will be referred to as “Karisha” and Kyle White hereinafter will be referred to as “Kyle”. The Court, having entered the Findings of Fact and Conclusions of Law, now orders that the parties are awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved. The Court ORDERS, ADJUDGES, and DECREES:

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

2. Marriage Statistics. The parties were married on August 31, 2019 in Salt Lake, Utah, United States and are presently married.

3. Grounds. The parties are presently married and are obtaining a divorce. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship. A decree of divorce Shall be granted on the basis of irreconcilable differences of the parties pursuant to Utah Code Ann. §81-4-405.

4. Child. The parties are the legal parents of the following child under Utah's Uniform Parentage Act, Utah Code 81-5-101 *et seq.* This court has jurisdiction to determine the issues related to the child in this divorce action because the parties became the legal parents of the child prior to or during the time the parties were married. Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration the names and birth dates of the child are being submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of the child is:

<i>Child's Initials</i>	<i>Birth Month and Year</i>
R.W.	May 2020

5. Uniform Child Custody Jurisdiction and Enforcement Act. Pursuant to Utah Code 81-11-101 *et seq.*, Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor

child or Utah was the home state of the minor child six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code §81-11-201.

6. Child – Rule 100. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §81-11-101 *et seq.* and The Uniform Interstate Family Support Act, Utah Code Ann. §81-8-101 *et seq.*, the Karisha states upon information and belief that:

a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor child which have been filed, or are pending, or have been completed with an order.

b. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.

PARENTING PLAN

Physical Custody / Parent-time

7. Custody. The parties are awarded Joint legal and Physical custody as described below.

8. Parent-time. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be in steps as listed below.

- a. Step 1- Parent time shall be pursuant to Utah Code §81-9-302 beginning the month immediately following Kyle moving from the marital home.

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Kyle mid week visit	Karisha	Karisha	Karisha	Karisha	Kyle	Kyle
<i>Week 2</i>	Kyle mid week visit	Karisha	Karisha	Karisha	Karisha	Karisha	Karisha

- b. Step 2- Parent time shall be pursuant to Utah Code 81-9-302 with the following exception that Kyle's Monday mid-week visit in alternating weeks shall be an overnight and shall continue for 6 months.

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Kyle mid week visit	Karisha	Karisha	Karisha	Karisha	Kyle	Kyle
<i>Week 2</i>	Kyle	Karisha	Karisha	Karisha	Karisha	Karisha	Karisha

- c. Step 3- Parent time shall be pursuant to Utah Code 81-9-303 as listed below and shall continue for 6 months.

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Kyle	Karisha	Karisha	Karisha	Karisha	Kyle	Kyle
<i>Week 2</i>	Kyle	Kyle	Karisha	Karisha	Karisha	Karisha	Monday

- d. Step 4- Parent time shall be pursuant to Utah Code 81-9-303 with the following additions as listed below and shall continue for 6 months.

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Kyle	Kyle	Karisha	Karisha	Karisha	Kyle	Kyle
<i>Week 2</i>	Kyle	Kyle	Karisha	Karisha	Karisha	Karisha	Karisha

- e. Step 5- Parent time shall be pursuant to Utah Code 81-9-305 with the parties exercising 50/50 parent time as stated below.

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Kyle	Kyle	Kyle	Karisha	Karisha	Kyle	Kyle
<i>Week 2</i>	Kyle	Kyle	Karisha	Karisha	Karisha	Karisha	Karisha

9. Exchanges and Transportation. Exchanges shall occur at drop off and pick up from after school or if school is not in session 9:00 a.m. or after work. The receiving party shall provide the transportation.

10. Extended Parent-time. When Kyle is exercising Utah Code 81-9-302 he shall have two weeks uninterrupted parent time and 2 weeks interrupted parent time. During the summer, each party will receive two (2) uninterrupted weeks of parent-time.

11. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks with the child by May 1 each year with the Karisha having first choice of extended time in even numbered years and the Kyle having first choice of extended time in odd numbered years. If notification is not

provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

12. Holidays. The parties shall exercise holiday parent time as they can agree, but in the event they cannot agree, they shall follow Utah Code §81-9-303 with Karisha acting as the “Custodial Parent” and Kyle acting as the “Noncustodial Parent” for interpreting the statute, as follows. The party who does not have the holiday can reasonably request a 4 hour block on the actual Holiday, the party who has the holiday may determine the time of the visit and if the visit happens but will not unreasonably withhold.

HOLIDAY	ODD YEARS	EVEN YEARS
Day of Child's Birthday: (1) Holiday begins at 3 p.m or when school is regularly dismissed. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m. A parent exercising parent-time for the child's birthday may bring other child along for the child's birthday	Karisha	Kyle
Day Before or After Child's Birthday: (1) Holiday begins at 3 p.m or when school is regularly dismissed. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m. A parent exercising parent-time for the child's birthday may bring other child along for the child's birthday	Kyle	Karisha
Spring Break (1) Holiday begins after school on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Kyle	Karisha
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly	Karisha	Kyle

dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
July 4 holiday (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Kyle	Karisha
July 24 holiday (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Karisha	Kyle
Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Kyle	Karisha
Fall Break (1) Holiday begins after school on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Kyle	Karisha
Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 9 a.m.. if there is no school. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m.	Karisha	Kyle
Thanksgiving (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Karisha	Kyle
Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Kyle	Karisha
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break..	Karisha	Kyle

Karisha's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends with drop off to school or daycare Monday morning or at 8:00 a.m.	Karisha	Karisha
Kyle's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends with drop off to school or daycare Monday morning or at 8:00 a.m.	Kyle	Kyle

Joint Legal Custody

13. Joint Legal Custody. The parties shall share joint legal custody of the child.

- a) With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

- b) With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the child), the parties shall adhere to the following dispute resolution procedure:
- i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
 - ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
 - iii. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
 - iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
 - v. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
 - vi. Court Review: If the parties still cannot agree either party may bring the issue before the court.

vii. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

c) Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court

14. Education Plan. The parties agree that the child will stay in his current school and feeder schools unless agreed upon in writing by the parties.

15. Unless otherwise agreed, both parties shall immediately provide the full name and birthdate of any adult or minor child living in their residence. Neither party shall introduce a romantic partner to the minor child until they have been dating for at least six months.

16. Therapy. The parties agree that the child shall attend therapy until or mutually agreed upon by the parties. Karisha shall choose three therapists and submit the names to Kyle. Karisha shall ensure that these therapists are covered by insurance, if they have a plan that covers therapy. Kyle shall choose the one therapist within 7 days. Each party shall ensure the child gets to therapy on their respective parent-times. The parties shall participate in therapy as recommended by the therapist. Each party shall pay one-half of the therapy bill directly to the therapist. The parties will follow the recommendations of the child's therapist.

17. Family Therapy. The parties agree that they will attend family therapy until or mutually agreed upon by the parties. Karisha shall choose three therapists and submit the names to Kyle. Karisha shall ensure that these therapists are covered by insurance, if they have a plan that covers therapy. Kyle shall choose the one therapist within 7 days. The parties shall participate in therapy as recommended by the therapist. Each party shall pay one-half of the therapy bill directly to the therapist. The parties will follow the recommendations of the therapist.

18. Therapy for Kyle. The parties agree that Kyle will attend regular therapy until Kyle begins 50/50 parent time. Kyle will follow the recommendations of the therapist.

19. Day to Day Decisions. The party with the parent-time shall make the day to day decisions for the child. In a medical emergency the party will inform the other party immediately.

Communication

20. Communication. Unless otherwise agreed upon, the parties will discuss all parenting concerns via e-mail or text and will not use their child to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

21. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with

the child, in the form of virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

Miscellaneous Parenting Provisions

22. Relocation. If either party moves more than 150 miles, the parties will be bound by Utah Code §81-9-209.

23. Travel. When the child travel with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

24. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in.

25. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings,

and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

26. Mutual Restraining.

- a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor child of the parties (or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the child and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the child.
- b. The parties are further enjoined from discussing custody or this divorce action with the child in any way or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.
- c. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

- d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the child from any situation in which the other parent is being disparaged in any way.
- e. Neither party shall have weapons in their home for two years from the date of this agreement.

27. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Kyle shall have the option if the child is at daycare and he is not working to exercise parent time while Karisha is at work. He shall provide the transportation.

28. Limitations. The people in the respective households and the parties will not use illegal drugs, alcohol, or view sexually explicit material while they are exercising parent-time. Karisha may drink socially but shall not be intoxicated during parent time.

- a. BACtrack: Kyle will pay the monthly subscription fee with BACtrack for two years after Kyle moves from the marital home. Kyle will test prior to the start of his parent time and every 12 hours of his parent time. If the parties are unable to reach an agreement on the testing time, Kyle will test at 8:00 a.m. and 8:00 p.m. on his parent time. Kyle shall also have the random testing set

up through BACtrack for the 1st year. If there is an additional cost for the random testing Karisha shall be responsible for the cost.

- b. If Kyle tests positive for alcohol, a missed test is the same as a positive test, Karisha may pick up the child. If the test is inconclusive, Kyle may retest until a result is provided, but no more than 3 times within a 15-30 minute window. If the test remains inconclusive, Karisha may pick up the child.
- c. In the event a party has a reasonable suspicion within the they may request a UA test if alcohol/drugs is suspected. If the test is dirty the party shall move to supervised parent-time as explained herein. The requesting party shall pay the upfront cost of the test, and if the test is dirty the testing party shall pay the other party back within 3 days the cost of the test.
- d. Marijuana use shall not be considered a violation of the provisions above and the parties agree to remove marijuana from the testing. However there shall be no marijuana use during parent time.
- e. Supervised Parent-Time. If the parties have confirmed violations for drugs, or alcohol, the parent where the violation occurred shall have supervised minimum parent-time according to Utah Code 81-9-302 for a minimum of eight weeks with no overnights and day-time visits only from 9 a.m. or after school until 8:30 p.m. on the Friday and Saturday and 7 p.m. on Sunday. If the parties are unable to agree upon a supervisor, the offending party shall give five potential supervisor names (with no criminal history) and the other

parent shall choose two names. If there is a drug or alcohol violation, the parent-time herein shall resume contingent upon eight consecutive weekly clean drug UA tests at the cost of the party taking the drug test. If Kyle tests positive as described above his parent time shall move back one step (see the step chart above) and begin at that step. If Kyle has 2 or more positive tests in one year Kyle's parent time shall resume at Step 1.

- f. The child shall not drive with any person who has consumed alcohol or illegal drugs.
- g. Karisha will not abuse the provisions above or implement them in bad faith, and if Kyle believes that Karisha is abusing these provisions he may ask for leave from the Court to vacate or amend the provisions herein.

29. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

30. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the

party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

31. Other Costs. The parties agree to share the cost in a watch or cellular device for the child after the parties have equal parent time, and also agree to share the child's car insurance when applicable. The parties will mutually agree on what device is appropriate for the minor child.

32. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment

or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

33. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq. The Karisha's gross monthly income is \$7,294.00 per month. The Kyle's gross monthly income is \$7,784.00 per month. Child support shall follow the step plan as listed above. While Kyle is exercising Step 1 and Step 2 his child support shall be \$694.00. While Kyle is on Step 3 child support shall be \$452.00. While Kyle is on Step 4 support shall be \$136.00. Once Kyle is exercising parent time on Step 5 neither parent shall be awarded child support because based on the parties overnights and incomes child support is \$0.00. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

34. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor

child in accordance with U.C.A. §81-6-208. Both parties are currently providing said insurance.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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 child in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party Shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

- d. If, at any point in time, the dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Karisha shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Kyle shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child 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.
- e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.
- f. A parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

35. Childcare Expenses. The parties shall adopt Utah Code Annotated § 81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor child.

36. Dependency Exemption. The parties will share the dependency exemption for the minor child as follows:

- a. The parties will alternate the dependency exemption for the minor child. The Karisha will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Kyle will claim the minor child as a dependency exemption for even-numbered tax years.
- b. Kyle is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

37. Taxes. The parties will file separate tax returns for 2026.

38. Real Property. The marital property located at 5684 South Whispering Pine Drive, Murray UT will be awarded to Karisha as her sole possession with all debts and liabilities commencing on August 23, 2026. Karisha shall hold the other party harmless on all debts and liabilities associated with the home. Karisha will refinance the home within no later than August 23, 2028 to remove Kyle as an obligor. In the event that the refinance does not occur, the parties agree to immediately put the home for sale. Upon refinance or the sale of the home Karisha will pay \$30,000.00 in equity in the home to Kyle as part of a global resolution herein.

39. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties Shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The property shall be divided equitably between the

parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

40. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
CapitalOne 7125 (\$10,234)	Kyle
Home Depot	Kyle
Fortiva	Kyle
Debt in Karishas name	Karisha
Debt in Kyles name	Kyle

- a. Karisha shall provide Kyle access to the CapitalOne card so that Kyle can make the payments. Kyle is only obligated to pay \$10,234.00 toward the CapitalOne Card and Karisha shall be responsible for any other amounts she puts on the card above that amount.
- b. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.
- c. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible

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

- d. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

41. Checking and Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. The parties shall divide the money in the parties joint account (Canyon View Credit Union Acct # 4478) upon Kyle moving from the home.

42. Retirement/Investment/Stock Accounts. Kyle is awarded all retirement, pension, 401k, investment, stock and IRA's in both parties names, as part of a global resolution herein.

43. Name. Karisha will have the option of restoring her name to Karisha Devona Wells.

44. Alimony. Neither party Shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

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

46. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

47. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the parties stipulation. Both parties and their counsel have had an opportunity to read their stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the parties' Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties' Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the parties' Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

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

49. Attorney's Fees and Costs. Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

50. Enforcement. The parties agree that if they prevail on an enforcement action the violating party shall pay the prevailing parties attorney fees for the enforcement action.

51. Final Stipulation. The parties' Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the parties' Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. The parties are satisfied that their Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the parties' stipulation.

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

NOTICE

PLEASE TAKE NOTICE that above and foregoing DECREE will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7, plus (7) days for mailing, if applicable.

APPROVED AS TO FORM:

/s/

Electronically signed with permission from
Matt G. Wadsworth
Attorney for Kyle White

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email to wadsworth@arnoldwadsworth.com a true and correct copy of the foregoing *Decree of Divorce* on this 4th day of August 2026, to the following:

Matt G. Wadsworth
Attorney for Kyle White

/s/ Ashley Jackson