

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

NICHOLE SUSAN OGDEN,

Petitioner,

vs.

BRADLEY DAVIS OGDEN,

Respondent.

DECREE OF DIVORCE

Case No.: 264903382

Judge: Joel Ferre

Commissioner: Kim H Luhn

COME NOW, Petitioner, Nichole Susan Ogden ("Nichole"), and Respondent, Bradley Davis Ogden ("Bradley"), and represent to the Court that they have stipulated to a full and final resolution of all disputed issues. From the records, files, and papers in the matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, therefore:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved and the parties are granted a divorce. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

1. Children. The following are minor children of the parties.

Name	Date of Birth
A.D.O.	January 2019

PARENTING PLAN

2. Custody/Parent time. The parties are awarded joint custody of their minor child with Nichole being designated as the primary and residential parent. 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 defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Brad	Brad	Nichole	Nichole	Brad	Brad	Brad
Week 2	Brad	Brad	Nichole	Nichole	Nichole	Nichole	Nichole

- a. The parties shall have 50/50 custody such that Brad exercises parent-time every Monday overnight and Tuesday overnight with drop off to school on Wednesday morning or 9a.m. when school is not in session. Nichole shall exercise parent-time every Wednesday overnight and Thursday overnight with drop-off to school on Friday morning or 9 a.m. when school is not in session. The weekends shall alternate between the parties

with each party receiving every other Friday until Monday morning with drop-off to school or 9 a.m. when school is not in session.)

b. Summer: The parties shall continue to follow the above listed parent-time.

c. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-303 as follows:

Brad	Nichole	Holiday and Time
Odd Years	Even Years	Martin Luther King Jr. Holiday: 1. Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. 2. Holiday ends upon delivering of the minor child to school on the day that school resumes.
Even Years	Odd Years	Presidents' Day: 1. Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 pm at the election of the parent granted the holiday. 2. Holiday ends upon delivering the minor child to school on the day that school resumes.
Odd Years	Even Years	Spring Break: 1. Holiday begins: (a) at the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. 2. Holidays ends upon delivering the minor child to school on the day that school resumes.
Even Years	Odd Years	Memorial Day: 1. Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. 2. Holiday ends (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 am on the day following Memorial Day if there is no school.
All years if noncustodial parent is the mother or other parent granted the holiday in the order	All years if custodial parent is the mother or other parent granted the	Mother's Day: 1. Holiday begins at 5:30 pm on the day before Mother's Day. 2. Holiday ends on Mother's Day at 8:30 pm.

	holiday in the order	
All years if noncustodial parent is the father or other parent granted the holiday in the order	All years if custodial parent is the father or other parent granted the holiday in the order	Father's Day: 1. Holiday begins at 5:30 pm on the day before Father's Day. 2. Holiday ends on Father's Day at 8:30 pm.
Even Years	Odd Years	Juneteenth National Freedom Day: 1. Holiday begins at: (a) 5:30 pm on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 am on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. 2. Holiday ends at 5:30 pm on the day following Juneteenth National Freedom Day.
Odd Years	Even Years	July 4th Independence Day: 1. Holiday begins on July 3 rd at 5:30 pm. 2. Holiday ends on July 5 th at 8:30 pm.
Even Years	Odd Years	July 24th Pioneer Day: 1. Holiday begins on July 23 rd at 5:30 pm. 2. Holiday ends on July 25 th at 8:30 pm.
Odd Years	Even Years	Labor Day: 1. Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 pm at the election of the parent granted the holiday. 2. Holiday ends upon delivering the minor child to school on the day that school resumes.
Odd Years	Even Years	Fall Break Weekend: 1. Holiday begins: (a) at the time that school is dismissed for fall break; or (b) 5:30 pm on the day that school dismisses for fall break at the election of the parent granted the holiday. 2. Holidays ends upon delivering the minor child to school on the day that school resumes.
Even Years	Odd Years	Halloween: 1. Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 pm if there is no school. 2. Holiday ends at 8:30 pm on the same day the holiday begins.

Even Years	Odd Years	Thanksgiving: 1. Holiday begins: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 pm on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. 2. Holiday ends upon delivering the minor child to school on the day that school resumes.
Odd Years	Even Years	Winter Break (First Half): 1. Holiday begins: (a) the time that school dismisses for winter break; or (b) 5:30 on the day that school dismisses for winter break at the election of the parent granted the holiday. 2. Holiday ends on December 27 th at 8:30 pm.
Even Years	Odd Years	Winter Break (Second Half): 1. Holiday begins on December 27 th at 8:30 pm. 2. Holiday ends upon delivering the minor child to school on the day that school resumes for winter break.
Even Years	Odd Years	Day of Child's Birthday: 1. Holiday begins at 3 pm 2. Holiday ends at 8:30 pm. The exercising parent may take all the children at his or her discretion.
Odd Years	Even Years	Day Before or After Child's Birthday: 1. Holiday begins at 3 pm 2. Holiday ends at 8:30 pm. The exercising parent may take all the children at his or her discretion.

3. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, Nichole shall have the presumptive final decision-making authority. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical. The parties will continue to use the child's pediatrician and specialists that their pediatrician recommends, when needed. The parents shall make decisions mutually regarding the child's medical care. If the parties cannot come to an agreement they shall abide by the recommendation of the attending doctor.

i. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30

minutes of scheduling so that the other parent may attend. If it is emergency care, reasonable notice shall be provided to the parent who's not exercising parent-time so that they may attend.

b. School. The child shall continue to attend his current school and it's feeder schools, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

c. Religion: The parties have no religious preferences and the child shall be able to attend services with the respective parent on their parent time.

d. Day to Day Decisions. The party with the parent-time shall make the day-to-day decisions for the child.

4. Relocation. If either party moves more than 35 miles, the parties will return to mediation before initiation of court action.

5. Communication. The parties will discuss all parenting concerns between themselves and will not use their child to deliver messages.

6. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

7. Travel. When the child travels 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 s or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the child's location.

8. Notification of Children'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.

9. 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.

10. Mutual Restraining. 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.

11. 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. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

12. Limitations. The people in the respective households and the parties will not use illegal drugs, alcohol in excess, or view sexually explicit material while they are exercising parent-time.

13. 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.

14. 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 extracurricular 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.

15. 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.

16. Curbside Transportation for the Children. The parties will utilize school-to-school or child care exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon. If the exchange happens at the residence, the parties shall have a curbside exchange.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

17. Child Support. Child Support shall be calculated as according to Utah Code §81-6-107 *et seq.* Nichol's gross monthly income is \$5,833 per month. Brad's gross monthly income is \$6,667 per month. Nichole has 183 overnights and Brad has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Brad's child support obligation shall be \$50 per month. Child support shall commence July 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

18. 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. §78B-12-212. Brad is currently providing said insurance.

a. In lieu of his monthly child support obligation, Brad shall pay 100% the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. This shall hold true even if Nichole is the sole insurance provider.

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 is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Brad

shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Nichole 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.

19. 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.

20. 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. Nichole will be entitled to claim the minor child as a dependency exemption for even-numbered tax years, and Brad will claim the minor child as a dependency exemption for odd-numbered tax years.

b. Brad 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.

21. Real Property. The parties do not presently own an interest in real property.

22. 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 division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Max (dog)	Nichole
Hyundai Palisade	Nichole
Toyota Tundra	Brad
Airport Landing Storage (2 unites)	Each party will be responsible for covering 100% of the costs associated for one storage unit.

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

23. 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>
Debt in Nichole's name	Nichole

Debt in Brad's name	Brad
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a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt 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.

c. 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.

24. Checking And Saving Accounts.

a. The parties currently have approximately \$130,000 held in a CD account. Within fourteen (14) days, that account shall be equally split and closed with each party receiving approximately \$65,000.

b. All monies in any joint savings and checking accounts will be split equally as of June 9, 2026.

c. Each party will be awarded monies in their own separate checking and savings accounts. The joint accounts shall be closed within 14 days of the stipulation.

25. Retirement Accounts: Each party will be awarded the retirement accounts in their own respective name and will waive all claim to the other party's retirement.

26. 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.

27. 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.

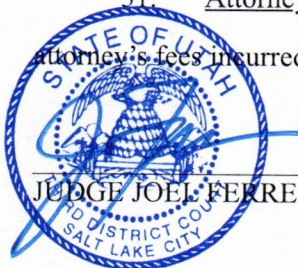
28. Independent Advice of Counsel: The parties respectively acknowledge that they could each get independent legal advice by counsel of their own selection to be fully informed as to their legal rights

and obligations.

29. Divorce Education: The parties will take the Divorce Education Class and Divorce Orientation Class within 14 days of the date the Stipulation is signed.

30. 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.

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



Dated: 14 Aug 2026

*****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 this 11 day of August 2026.

*E-signed by Nichole Ogden
with permission of Bradley Ogden
/s/ Bradley Ogden*

BRADLEY OGDEN
Respondent, Pro Se

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 11 day of August 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

BRADLEY OGDEN
Respondent, Pro Se

/s/ Nichole Ogden —
NICHOLE OGDEN
Petitioner, Pro Se

CERTIFICATE OF SERVICE

I hereby certify that on this 11 day of August 2026, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be sent to the following by the method indicated below:

E-FILE NOTIFICATION:

BRADLEY OGDEN
Respondent, Pro Se

/s/ Nichole Ogden —
NICHOLE OGDEN
Petitioner, Pro Se