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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:

CASSANDRA KARTCHNER,

and

TRAVIS KARTCHNER.

DECREE OF DIVORCE
(Tier 4 Domestic Relations Case)

Civil No. 264903451

Judge Richard Daynes

Commissioner Joanna Sagers

Petitioner, Cassandra Kartchner (“Cassandra”) and Respondent, Travis Kartchner (“Travis”) have entered into a Stipulation and Settlement Agreement (the “Stipulation”), resolving all issues relating to the above-entitled divorce action. The Court, having received the Stipulation, having reviewed the file, and having entered the Findings of Fact and Conclusions of Law, hereby ORDERS, ADJUDGES and DECREES as follows:

Decree of Divorce

The parties are hereby awarded a Decree of Divorce, forever dissolving the bonds of matrimony heretofore existing between the parties, to become final upon signature and entry.

Jurisdiction and Grounds

1. Both parties are bona fide residents of Salt Lake County, State of Utah, and have been for at least three months immediately prior to the commencement of this action.

2. The parties were married on October 10, 2009, in Draper, Utah. They have not separated yet, but plan to on or about June 28, 2026.

3. During the course of the marriage the parties have experienced difficulties that cannot be reconciled which prevent the parties from having a viable marriage relationship.

4. The parties shall be awarded a Decree of Divorce on grounds of irreconcilable differences.

Children

5. The parties have two minor children born or adopted during the course of their marriage, to wit: : K.D.K, born in May of 2016; and A.L.K., born in March of 2018. No other children are expected.

6. The parties' minor children have resided in Salt Lake County, State of Utah for at least the last six (6) months, and so Utah is the home state of said children pursuant to U.C.A. §81-11-101(6).

7. None of the children in this matter have resided outside of Utah in the five years immediately preceding the filing of this case.

8. Neither party has participated as a party, witness, or in any other capacity in any other litigation concerning the custody of the parties' minor children in Utah or any other state.

9. Neither party has any knowledge of any other custody proceeding concerning the parties' minor children pending in a court of Utah or any other state.

10. Neither party knows of a person not a party to this proceeding who has physical custody of the parties' minor children or who claims to have custody or visitation rights with respect to the parties' minor children.

Parenting Plan

11. The parties shall be awarded joint 50/50 legal custody of the minor children, pursuant to the proposed parenting plan below:

a. The parents shall make their best efforts to create a co-parenting relationship for the benefit of the parties' minor children that will focus on the children's best interests and allow the children to have a meaningful relationship with both parents and their relatives.

b. The parents shall focus on a shared parent-time schedule that meets the children's physical and emotional needs as much as possible. At the same time, they shall also be reasonably flexible when work schedules conflict with the parent-time plan. In the event that the parties are unable to mutually agree on a shared parent time schedule, the parties shall defer to the schedule outlined herein.

c. The parents shall minimize the conflict between them, recognizing that threats or disparaging remarks made in the presence of the children are detrimental to the well-being of the children.

d. The parents shall leave the past in the past, recognizing that both parties have made mistakes. Both parents are committed to reducing those mistakes in the future and moving forward to act in the best interests of the children.

e. Both parties shall be restrained from saying anything derogatory about the other in the presence of the children or in a manner likely to be perceived by the children or permit any third party to do so. If a third person does so, then the parent shall get that person to leave or remove the children from the third party's presence.

f. All communication shall be courteous and civil. The parents shall make their best efforts to maintain the status of their currently amicable relationship.

g. **Major Decision-Making.** The parents shall make good faith efforts to discuss with each other and mutually decide the significant decisions regarding the children, including, but not limited to, the children's education, health care, religious upbringing, and extracurricular activities. In the event the parents cannot reach an agreement on education decisions, Cassie shall have the final decision-making authority. This is because she works in the education field and maintains closer involvement with school administration and teachers. If there is an impasse with another type of decision, the parents shall go to mediation with a neutral third party and split equally the expense before seeking court intervention. See also the "Religious & Spiritual Upbringing" section below.

h. **Emergency and Day-to-Day Decisions.** Either parent shall be permitted to make emergency decisions regarding the health or safety of the children while the children are in that parent's care. That parent shall immediately notify the other of any emergency circumstance or significant change in the health of the children. Day-to-day decisions regarding the care, control and discipline of the children shall also be made by

the parent whom the children are with at the time.

i. **Special Events & Family Gatherings.**

1. **Grandparent/Family Events.** Each parent shall give special consideration to making the children available to attend family functions, events hosted by grandparents or other family/friends (e.g., “Grandma Dee’s Splash Party”), and other significant events in the life of the children or in the life of either parent, regardless of whose parent-time it is, provided the parent for whose time it is agrees. Either parent shall be permitted to transport the children to/from such event(s) if the host(s) is/are comfortable with this arrangement.

2. **Overnight Events (Religious & Secular).**

a. Overnight events (e.g., Church Camp, Youth Conferences, Secular Camps) shall require mutual agreement from both parents.

b. **Exception.** If the event occurs exclusively during one parent’s scheduled time, that parent shall be permitted to unilaterally approve the child’s attendance and participation in that event.

c. **Time Swaps.** If an overnight event requires a swap of parent-time, the requesting parent, if possible, shall provide the other parent with at least 14 days' advance

notice.

d. **Costs.** The parents shall share the costs for religious or secular activities/camps that are agreed to in writing. The cost of any religious or secular activities/camps not agreed to by the parents in writing, shall be the sole responsibility of the parent requesting the activity.

j. **Religious & Spiritual Upbringing.**

1. **General Principles.**

a. **Respect.** Both parents shall speak respectfully about each other's beliefs, values, and traditions. Neither parent shall disparage the other's religious or philosophical views in the presence of the children.

b. **Daily Schedule.** During their designated parent-time, each parent has the sole right to determine the children's daily schedule, including attendance at religious/spiritual services, classes, or community activities aligned with their beliefs.

2. **Specific Practices.**

a. Cassie shall be permitted to take the children to LDS Church services, Seminary, Young Men/Young

Women activities, and church-sponsored events during her parent time.

b. Travis shall be permitted to take the children to his preferred places of worship, secular community groups, nature activities, or other spiritual/philosophical gathering during his parent time.

c. Neither parent shall compel the children to attend or participate in religious services or activities during the other party's parent-time. Furthermore, neither party shall restrict or prevent the children from attending or participating in religious services or activities during the other party's parent-time.

3. **Major Milestones & New Programs.**

a. **Joint Decisions.** Decisions regarding major religious milestones (vows, long-term doctrinal commitments) or enrollment in new religious programs/camps not part of the pre-divorce routine shall be agreed upon by both parents. In the event the parents cannot agree, they shall go to mediation with a neutral third party and split equally the expense before seeking court intervention.

b. **Unilateral Action.** Neither parent shall unilaterally enroll the children in activities constituting a formal religious commitment.

c. **Transportation.** Neither parent shall be required to transport children to the other's religious services, nor shall parent time be reduced, unless the parties mutually agree to a change in the parent time schedule, in consideration of the child(ren)'s attendance of the other parent's religious services.

k. **Vacations.** Each parent shall be entitled to take the children on vacation(s). Each parent shall inform the other party of vacation date(s) at least two (2) weeks in advance, when possible. Additionally, they shall provide the travel itinerary and make arrangements for the maintaining of reasonable contact with the other party during the trip. The parties shall cooperate in obtaining a passport and signing documentation for the minor children if it is required for travel. Vacation costs shall be covered entirely by the parent taking the trip. While on vacation, parents shall facilitate regular phone/video calls between the children and the non-traveling parent where possible.

l. **Introduction of New Romantic Partners.** The parties shall comply with the following strict timeline and conditions before introducing any new romantic partner to the children.

1. **Minimum Dating Duration.** No new partner shall be

introduced to the children until the parent has been dating that individual for a minimum of 90 consecutive days.

2. **Separation Timeline.** No introductions shall occur until at least six (6) months have passed since the date the parents physically separated/moved apart.

3. **Combined Requirement.** Both conditions above shall be satisfied before an introduction takes place.

4. **Advance Notice.** Once the above timelines are met, the introducing parent shall provide to the other parent at least one week's notice of the intended introduction, prior to the introduction.

5. **Cohabitation Restriction.** New partners cannot cohabitate in the same house as the children until the relationship is at least 6 months established.

6. **Supervision.** Children shall never be left alone with a new partner of the other parent for any relationships that have not been established for at least twelve months, unless they are married.

7. **Support.** Both parents shall support the children emotionally if they have questions or reactions to a new partner introduction.

m. **Consistency Between Households.** To provide stability and security for the children, both parents shall coordinate shared bedtimes, daily routines, chores,

expectations for independent self-care, consequences for poor behavior, and general household rules.

n. Both parents shall have direct access to all school reports and medical records, and each parent shall inform the other of the children's development, medical and dental treatment, therapy, significant illnesses, and other information appropriate to share with the other parent.

o. Each parent shall notify the other within 24 hours of receiving notice of all significant school, social, sports, dance, and community functions in which the children are participating or being honored, and both parents shall be entitled to attend and participate fully.

p. Each parent shall provide the other with his or her current address, telephone numbers, e-mail addresses, and other information pertinent to communication within 24 hours of any change.

q. **Technology Usage of Children in Both Households.**

1. When a Child Reaches the Age of 10: The child shall be permitted to have a watch without internet capabilities and with parent-controlled and approved contacts. Either child shall be permitted to have a watch prior to the age of 10, if both parents agree.

2. When a Child Reaches the Age of 13: The child shall be permitted to have a cell phone with talk/text capabilities only. Either child shall be permitted to have a cell phone prior to the age of 13, if both

parents agree.

3. When a Child Starts High School: The child shall be permitted to have a smart phone with parent controls, subject to the following rules and restrictions:

4. A child shall not be permitted to utilize any social media accounts. Any phone shall be turned off and out of the child's bedroom during bedtime and wind-down hours (9pm-6am). These restrictions and times may be adjusted as the children get older.

5. The children shall not be permitted to use cell phones during class at school or during driving.

6. The children shall not be permitted to use cell phones during family time.

7. The parents shall monitor the children's social media posts (when permitted to have a social media account) and text messages to ensure the children are utilizing responsible and safe posting and texting.

8. Each parent shall be permitted access to a child's cell phone in order to monitor the child's communications and activity on the phone.

9. In the event that a child does not follow the outlined restrictions, the child shall lose cell phone privileges at both homes.

10. Both parents shall be permitted access to the children's devices to set parental controls and screen time limits during his or her

parent time.

11. When a Child Reaches the Age of 16: The child shall be permitted to have social media accounts. Any social media accounts shall be set to private and not accessible to the general public. Either parent shall be permitted to follow any social media accounts a child has.

12. Internet shall be accessed at home only in common areas (not in bedrooms) before child starts high school. Sound must be on, and parents must be nearby to monitor.

13. Video games with internet access or access to non-present individuals must be played only in common areas and under adult supervision until child is in high school.

r. **Staying Home Alone Rules.** The children shall be permitted to stay home without an adult subject to the following conditions:

1. Age 8: 60 minutes - up to 3 hours if older sibling is home.
2. Age 9: 90 minutes - up to entire school day if older sibling is at home.
3. Age 10: 3 hours with watch or phone that can send and receive calls/texts (the ROFR could be utilized here, but if not utilized by the other parent, child can stay home without an adult). The children *may* stay home for a longer period of time if the parents agree.
4. Age 11: entire school day at home with watch or phone

that can send and receive calls/texts.

12. Both parents currently reside in the same neighborhood within walking distance from each other's home, allowing for the children to walk between each parent's residence.

13. **Regular Parent-Time.** The parties shall be awarded joint 50/50 physical custody of their minor children. Except as interrupted by the holiday schedule below, Travis shall have the children from Sunday at 7 pm through Tuesday at 7 pm, Cassie shall have the children from Tuesday at 7 pm through Thursday at 7 pm, and they shall alternate weekends from Thursday at 7 pm through Sunday at 7 pm. The default time for all exchanges is 7:00 pm. The parties can alter this schedule by mutual agreement at any time.

14. **Holiday Parent-Time.** Unless the parents otherwise agree, holidays shall be shared pursuant to Utah Code Ann. §81-9-303 with Cassie designated as the "custodial parent" for purposes of determining the holiday schedule only as follows:

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(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.	Odd years	Even years

Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. 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.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time 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) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even 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 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day.	All years if noncustodial parent is the	All years if custodial parent is the

	(2) Holiday ends on Mother's Day at 8:30 p.m.	mother or other parent designated in the order.	mother or other parent designated in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years

Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. 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	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break 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
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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. 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.	Even years	Odd years except Travis gets both children for the Thanksgiving Day meal.

Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

a. For the 2026-27 school year, Travis shall be awarded the children for the Fall Break holiday in exchange for half (5 days) of the children's 2027 Spring Break holiday. They shall work together to decide who gets the first half of Spring Break and

who gets the second half of Spring Break.

15. **Summer Extended Parent-Time.** Each year, a parent shall designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. One parent shall make a designation at any time and the other parent shall make a designation after May 1. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins. Travis shall make the earlier designation for an even numbered year, and Cassie shall make the earlier designation in an odd numbered year. The two consecutive weeks take precedence over all holidays except for Mother's Day and Father's Day.

16. When a child is 14 or older, the parties shall take into consideration a child's preferences in living arrangements, custody, and the terms of the parenting plan, subject to further agreement of the parties.

17. **Virtual Parent-Time.** The children shall be free to initiate uncensored contact with the other parent via telephone/video during reasonable times with no restrictions.

18. **General Flexibility & Fluid Transitions.** Recognizing the parents' proximity, amicable relationship, and Cassie's employment with the public school system, the following flexibility is agreed upon to prioritize the children's well-being:

a. **Daytime Care on Days Assigned to Travis.** If Travis is at work, the children shall be permitted to spend the daytime hours at Cassie's residence, provided that Cassie is present to supervise them.

b. **Daytime Care on Days Assigned to Cassie.** If a child is ill or requires

care, the child shall be permitted to stay at Travis' residence if he is working from home (schedule permitting) or if he is off from work.

c. **School Transportation & Drop-Off/Pick-Up.** Given Cassie's employment with the public school system, either parent is authorized to transport the children to or from school.

d. **School Holiday Mismatches.**

1. If a school holiday falls on a day the children are scheduled with Cassie, but she shall work, Travis shall work from home if his schedule allows to care for the children.

2. During the transition periods at the beginning and end of Cassie's school year (i.e., when she is still working, but the children are not), the children shall stay with Travis while he works from home or in the event that he takes the day off.

3. **Parent-Teacher Conferences.** During evenings that Cassie has is scheduled to have the children and is required to participate in parent teacher conferences for her employment, Travis shall, if he chooses exercise the Right of First Refusal and pick up the children from school and care for them until Cassie is available to care for the children.

e. **Inter-Household Movement.** So long as the parties are residing within walking distance of each others homes, the children shall be permitted to move freely between the two households during the day to share schoolwork, projects, or social

experiences.

19. **Summer Schedule Specifics.**

a. **Work Day Arrangement(s).** During summer months, if it is Travis's scheduled day but he is working, Cassie *may* exercise the Right of First Refusal, and the children *may* to spend the day with Cassie if the alternative would result in third party care or the children remaining unsupervised or entertaining themselves while Travis works from home.

b. Flexibility. The fluid transitions rules included herein shall apply to the children and the parties year-round.

20. Third Party Care and Right of First Refusal (ROFR). If third party care is needed during a parent's parent-time for three (3) or more hours, that parent must first offer the time to the other parent before securing third party care. If the other parent has not responded to a text and a phone call within a reasonable amount of time, the requesting parent shall seek alternative care for the children. Relatives within the 2nd degree of relation to the children (including, but not limited to, grandparents, siblings, aunts, uncles, and first cousins) shall be permitted to watch the children without the other parent's permission and without offering the ROFR up to once per quarter annually. Notwithstanding this degree restriction, exceptions are Cassie's Uncle Scott and Aunt Kim, as well as Cassie's cousin Hillary, even though they are 3rd degree relatives.

a. This provision shall specifically not apply to sleepovers with grandparents, cousins, or other family members, and said family nights shall not trigger the right of first refusal.

21. **Relocation & Transportation Burden.** If either parent intends to relocate more than 50 miles away from the other parent's residence, he or she must provide 60 days' written notice and follow Utah Code. Ann. § 81-9-209 regarding relocation and custody.

Child Support

22. Income from earned sources only shall be used to calculate child support now. Future calculations shall include all sources of income, including, but not limited to, earned income, passive income, investment income, and self-employment income.

23. Cassie shall be imputed to full time employment income in the amount of approximately \$7,283.00 gross per month, for purposes of calculating child support.

24. Travis is employed and earns a gross monthly income of approximately \$14,990.00.

25. Based on the child support guidelines, the parties' foregoing incomes, and the joint physical custody worksheet, with Travis being allocated 182 overnights and Cassie being allocated 183 over nights, Travis shall pay child support to Cassie of \$548.00 per month to begin the month of the entry of the final decree of divorce.

26. Travis shall pay child support ½ by the 5th of each month and the remaining ½ by the 20th of each month.

27. The support of the minor children shall continue until a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or the child is otherwise emancipated. At that time, the base child support award shall be automatically adjusted to reflect the base combined child support

obligation pursuant to the uniform child support guidelines for the remaining number of children due child support, unless otherwise provided in the order. The income used for the purpose of adjusting child support shall be the income of the parties at the time of the entry of the original order.

28. If the child support payor becomes delinquent, the child support payee shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the payor shall be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, until such time as the payor parent no longer owes child support or the Office of Recovery Services gives notice that payments shall be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and shall be deemed delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the parent who commences income withholding.

29. Pursuant to Utah Code Ann. § 81-6-212(5) the parents shall have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously

ordered does not deviate from the child support guidelines.

30. Under Utah Code § 81-6-212(4), the parents shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parents; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties shall be applied to mitigate an increase in the child support award, but shall not be applied to justify a decrease in the award.

31. Both parties expressly waive any right to seek a court order requiring the other to contribute to future college or university expenses. Notwithstanding this waiver, both parties shall work together in good faith to explore options (such as scholarships, grants, student loans, and savings plans) to ensure the children have the opportunity to attend college. Neither party shall obstruct the other's efforts to secure educational funding for the children.

32. **Educational, Extracurricular, & Other Costs.** The parties shall equally share the cost of any educational, extracurricular activities and/or equipment costs that are incurred for an activity in which a child is currently enrolled in and any future activity cost that is agreed to in

writing by both parties. The former includes drum lessons, piano lessons, rock climbing, soccer, and all supplies related to those activities. For cell phone/smart watches, etc., or other subscriptions costs, the parties must agree before those are incurred. Any new activity with an associated cost requires mutual agreement. If one parent enrolls the child without agreement, that parent assumes sole financial responsibility.

33. In the event that either party would like to cease covering the cost of a previously agreed upon activity, the parties shall first discuss amongst themselves to try and reach an agreeable resolution. In the event they cannot reach an agreement, they shall attend mediation prior to seeking assistance from the court.

a. **Travel for Activities.** If travel is required for any current or future agreed upon activities, both parents must agree to allow the travel. If both parents agree, participation costs and airfare shall be split equally. The airline fare class shall be main cabin or lower. Hotel, food, rental car, and gas are paid for by the parent accompanying the child. If both parents are traveling for an activity, the child(ren) shall stay with the parent whose regular or holiday parent time it is during that time.

1. **Disagreement Protocol.** If one parent does not agree to the child traveling for any activities that the children are not currently participating in or any future activities that the parties do not agree to in writing, the other parent shall cover the cost on any travel 100% and shall proceed with permitting the child(ren) to travel for the activity, provided

the travel does not conflict with the other parent's scheduled time or provided the other parent agrees to the travel, despite the travel occurring during his or her parent time schedule.

b. **Scheduling Conflict.** If the travel spans across both parents' parent-time, both parents must agree to the schedule change for it to occur. If the travel occurs entirely during one parent's time, that parent has the sole say on whether the child can attend.

34. **Transportation & Vehicles.**

a. **Driver's Education.** Priority shall be given to school-based programs and the parties shall split the costs equally, 50/50. If the parties agree for a child to participate in a private driver education program, then the parties shall split the cost equally, 50/50.

b. **Vehicle Purchase.** So long as both parents agree to the purchase of a vehicle for the child(ren), the cost of the vehicle shall be shared equally, 50/50 between the parties. Either party may choose to unilaterally purchase the child(ren) a vehicle without the permission from the other parent at their sole individual cost.

c. **Ongoing Costs.** The children shall be expected to pay for their own gas and potentially their own insurance as they become eligible. However, these costs are negotiable on a kid by kid basis, subject to further agreement of the parties to share these costs equally, 50/50 unless and until a child can cover these costs on their own.

35. **Medical/Dental Expenses.** The party who can obtain the best coverage at the

most reasonable cost shall obtain insurance for the health expenses of the minor children in accordance with U.C.A. §81-6-208. Travis is currently providing said insurance. Cassie shall if her premiums become lower.

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 children 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. 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 children and actually paid by the parents.

c. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment unless they do the separate billing for each party by the provider. The other parent shall 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 children as indicated.

d. If, at any point in time, the dependent children are covered by the health,

hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

f. The parent(s) ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child(ren), and thereafter on or before July 2 of each calendar year. The parent(s) shall be ordered to provide insurance cards and whatever other information and documents are needed for the other to use the coverages for the minor child(ren). Said parent(s) shall also notify the other parent of any change of insurance carrier, premium, or benefits within 30 days of the date he or she first knew or shall have known of the change.

g. A parent who incurs medical or dental expenses for a child shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall then reimburse the parent who incurred the expense within 30 days. A parent incurring medical expenses may be denied

the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with this and the foregoing paragraph.

36. **Childcare Expenses.** The parties shall each be ordered to pay one-half of any reasonably incurred, work-related or agreed upon training-related childcare expense incurred for a minor child. The party incurring the expense shall be ordered to provide to the other proof of the expense (e.g., receipts) and identity of the childcare provider upon initial engagement of the provider and thereafter on the request of the other party. The party incurring the expense shall provide written verification of any subsequent changes to the expense within thirty (30) calendar days of the date of the change. All sums due hereunder shall be paid within thirty (30) days of their being incurred. The party incurring the expense may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if s/he fails to comply with the requirements of this paragraph.

37. **Tax Exemptions/Credit.** Travis shall claim any tax exemptions or credits for the minor child A.L.K. and Cassie shall claim any tax exemptions or credits for the minor child K.D.K. When A.L.K. is the only minor child, the parties shall agree on who can claim A.L.K. first, and then alternate claiming A.L.K. If they cannot agree for the first year, they shall flip a coin. When a child is in college and can be claimed by a parent for any tax exemptions, dependent claims, or education-related tax credits (such as the American Opportunity Credit or Lifetime Learning Credit), the parents shall negotiate and decide who shall claim them. A parent shall only be entitled to claim the dependency exemption/tax credits indicated herein as long as he or she is current on his or her child support obligation by December 31st of any tax year.

Alimony

38. Travis shall pay Cassie transitional alimony in the amount of \$2,000.00 per month, due on the 1st of each month commencing the day Cassie moves out of the marital home, which shall be no later than June 30, 2026. Transitional alimony shall be prorated for the month of June 2026. Alimony shall end upon the death of either party, Cassie's remarriage, Cassie's cohabitation with a romantic partner in a marriage-like relationship, or after the last payment for the month of December 2026 has been made, whichever is first to occur. Both parties waive any right to permanent alimony. The signed Stipulation is final and non-modifiable. Neither party shall ever seek to revisit, increase, or reinstate spousal support of any kind under any circumstances.

Real Property

39. During the course of the marriage, the parties acquired a home and real property located at 1163 Autumn Bluff Drive, Murray, UT 84123 (the "Marital Home"). Travis shall be awarded the exclusive use and possession of the Marital Home. An independent certified appraisal dated May 19, 2026, puts the value of the property at \$745,000. The outstanding mortgage balance as of May 29, 2026, is \$178,407, so the equity is \$566,593. Cassie shall receive one-half of this equity less \$60,000, or \$223,297. The \$60,000 is for Travis' pre-marital funds contributed by him to the acquisition and maintenance of the home. Travis shall pay Cassie the \$223,297.00 within 180 days of entry of the divorce decree. Within 14 days of Cassie receiving her portion of equity from the Marital Home, she shall execute a quit claim deed, surrendering her interest in the property to Travis.

40. Travis shall assume full liability for the existing mortgage effective as of May 29, 2026. Travis shall be responsible for working with the mortgage company to release Cassie's liability(ies) and obligation(s) on the loan by assuming or refinancing the loan and removing Cassie's name. Cassie shall not be responsible for any fees, costs, or liabilities now or in the future associated with the mortgage, insurance, property taxes, maintenance, care, or sale of the home.

a. Until the mortgage is refinanced, Travis shall indemnify and hold Cassie harmless from any late fees, credit damage, or liability arising from the mortgage.

b. If Travis defaults on any financial obligations associated with the Marital Home for reasons beyond his control, he shall be personally liable for all costs Cassie incurs to protect her credit, including any attorney fees incurred to enforce compliance with the final decree of divorce.

c. Travis must initiate the mortgage assumption process with 30 days of entry of the divorce decree and complete the loan assumption or refinance process within 180 days of entry of the divorce decree. If not completed by this date, Cassie shall be entitled to ask the court to require the sale of the Marital Home.

Personal Property and Non-Retirement Financial Accounts

41. All marital assets (i.e., personal property and non-retirement financial accounts) are to be divided equally 50/50, as the parties have already divided, except as outlined below. Accounts shall be valued as of May 29, 2026. Any contributions to accounts after this date shall be awarded to the party who made the contribution. If the parties cannot agree on how to divide

the property not named below, they shall be entitled to seek a judicial determination of how to divide the assets.

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

43. Any property brought into the marriage by either party, property gifted to a specific party by their own friends or family members, or property inherited from the estate of a deceased family member shall be considered to be the sole and separate property of the receiving party and shall not be subject to division.

44. **Exceptions.**

a. Health Equity account ending in 0565 shall be divided equally, 50/50, based upon the value in the account as of May 29, 2026. Cassie's portion of this account shall be paid out to her directly or transferred directly into a health savings account of her choosing within 30 days of the entry of the final decree of divorce.

b. **Zions Bank Accounts.** Any accounts held individually at Zions Bank are excluded from the 50/50 split and remain the sole property of the account holder. These accounts include Travis' accounts ending in 5314 and 9550, and Cassie's accounts ending in 4064 and 8657.

c. **Inheritance.** Cassie shall retain 100% of her inheritance. Travis waives any and all future claims to it.

d. **Vehicles.** Cassie shall be awarded the Acura, free and clear of any right or

claim by Travis, subject to any indebtedness related thereto. Travis shall be awarded the Subaru and Nissan, free and clear of any right or claim by Cassie, subject to any indebtedness related thereto. If necessary, the parties shall cooperate in signing over the titles to vehicles so that each vehicle is held solely in the name of the party to whom the vehicle is being awarded.

e. **Workplace Benefits.** Accrued workplace benefits (vacation time, etc.) are excluded from the 50/50 split and shall remain the sole property of the holder.

f. Credit card rewards shall be awarded to the primary cardholder, free and clear of any right or claim by the other party.

Debts

45. During the course of the marriage, the parties acquired debts and obligations. The mortgage is the parties only joint debt and is addressed above. All remaining debts and obligations not identified herein shall be the responsibility of the party who incurred the particular debt, and the responsible party shall hold the other harmless from liability on said debt(s).

46. Each party shall be ordered to notify his or her creditors of the division of the parties' obligations as set forth above and provide such creditors with his or her own separate, current address.

Taxes

47. Each party shall indemnify and hold the other harmless from any tax liabilities, penalties, or interest arising from their individual actions, omissions, or income earned after the

date of separation, except for joint liabilities explicitly assigned herein.

48. In the event that any previously filed joint, marital taxes are audited and a balance is owed, the parties shall equally pay any amounts owed 50/50. Any additional amount(s) refunded shall be divided equally, 50/50.

Retirement Assets

49. Cassie shall be awarded all of her pension benefit, free and clear of any right or claim by Travis. Travis waives all rights, current and future to any portion of this benefit

50. All marital portions of the parties' other retirement accounts shall be divided equally pursuant to the Woodward formula. The accounts (401k, 403b, Thrift Savings Plan, etc., as listed below) shall be valued as of May 29, 2026. The party not named on the account shall receive 50% plus the gains or losses on that share accruing after May 29, 2026. Contributions to accounts after then shall be awarded to the party who made the contribution. The parties shall split equally the costs incurred to prepare any QDROs or similar orders needed to divide said assets.

- a. Travis 401k account (ending in 0029) (approximate balance \$400,890.00);
- b. Travis 457b account (ending in 0399) (approximate balance \$94,148.00);
- c. Cassie 401k account (ending in 6791) (approximate balance \$20,052.00);
- d. Cassie 457b account (ending in 8267) (approximate balance \$27,054.00).

Attorney's Fees and Costs

51. Each party shall be ordered to pay his or her own costs and attorney's fees incurred in this action.

Miscellaneous

52. Cassie shall be restored to the use of her maiden name, “Cassandra Lyn Nielsen”, if she desires.

53. **Full Disclosure.** Both parties have completed full financial disclosures and have shared them with each other.

54. **Waiver of All Claims.** The signed Stipulation represents a full and complete financial settlement to their divorce action and the division of the marital estate. As such, neither party owes any funds, offsets or reimbursements to the other party except as provided herein. Further, The Stipulation resolves any and all claims and each hereby waives any and all claims against the other party.

55. **Legal Representation.** Both parties acknowledge they have had the opportunity to review these disclosures and the Stipulation with their respective legal counsel prior to signing.

56. **Execution of Documents.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the final decree of divorce. Should a party fail to execute a document within 60 days of the entry of a decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

57. The parties acknowledge that the Stipulation and the other pleadings and

documents contemplated herein were prepared by the attorney for one of the parties solely as a matter of convenience. These papers represent the negotiated settlement by the parties and have been modified and reviewed by both parties. Both parties have had a full and ample opportunity to consult with their respective attorneys regarding the specific language in terms of the Stipulation. The Stipulation shall not be interpreted in favor of or against either party due to the identity of the person or party who drafted the Stipulation, any of the agreements leading up to the Stipulation, or any of the documents and papers contemplated by the Stipulation. In the event of ambiguity, if any, contained herein, neither party shall be entitled to any presumption or advantage based upon the identity of the person or their attorney who prepared the papers in this matter.

58. With the award of property interests and obligations as herein awarded, the parties have received a fair division under the circumstances and the division of marital property and obligations is fair, complete, and equitable in all respects.

[COURT ENDORSEMENT AT TOP OF PAGE]

APPROVED AS TO FORM BY:

/s/ J. Scott Cottingham
J. Scott Cottingham
Attorney for Travis Kartchner
Signed by Sharnae Feinstein with

Decree of Divorce
In the Matter of the Marriage of Cassandra Kartchner and Travis Kartchner

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*permission from J. Scott Cottingham.
Permission given 08.17.26*

RULE 7(j) NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure a true and correct copy of the foregoing proposed Decree of Divorce was sent on the 6th day of August 2026 to the above parties. Notice of objections to this order must be submitted to the Court and counsel within seven (7) 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.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email notice, a true and correct copy of the foregoing proposed *Decree of Divorce* on this 6th day of August 2026, to the following:

J. Scott Cottingham
Attorney for Respondent

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Email: scottingham@famlawslc.com

/s/ Sharnae Feinstein