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

|                                                                                                                                                   |                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <p>In the Matter of the Marriage of:</p> <p>BETHALIA JACQUELYNE HORTON,<br/>Petitioner,</p> <p>and</p> <p>WALTER LEVI HORTON,<br/>Respondent.</p> | <p><b>DECREE OF DIVORCE</b></p> <p>Case No. 254906709</p> <p>Judge Coral Sanchez<br/>Commissioner Joanna Sagers</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

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

**JURISDICTION AND VENUE**

1. Residency. The Petitioner 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.       2.       Marriage Statistics. The parties were married on April 12, 2006, in Ocho Rio, Jamaica, and are presently married.

3.       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 should be granted on the basis of irreconcilable differences of the parties pursuant to Utah Code Ann. §81-4-405.

4.       4.       Child. The parties are the legal parents of the following child under Utah's Uniform Parentage Act, Utah Code 78B-15-101 *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 each child are:

| <i>Child's Initials</i> | <i>Birth Month and Year</i> |
|-------------------------|-----------------------------|
| S.H.                    | August 2012                 |

1.       5.       Uniform Child Custody Jurisdiction and Enforcement Act.

Pursuant to Utah Code Ann. 78B-13-101 *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 Ann. §78B-13-201(1), 207, and 208.

2. 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. §78B-13-101 *et seq.* and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 *et seq.*, the Petitioner states upon information and belief that:

a. 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. b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' child.

c. c. 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**

***Joint Physical Custody / Parent-time***

a. 7. Custody. The Parties are awarded joint physical and legal custody of their minor child, as set forth herein.

b. 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 defined as follows:

c. a. Parent time shall be pursuant to Utah Code Ann. § 81-9-305. The parties shall exercise 50/50 physical custody, such that each parent receives one week with the exchanges occurring on Sundays at 4 p.m. The parties will be mindful of the child's needs as far as a parent time schedule goes. If the parties need to alter the parent time schedule they shall mutually agree in writing.

d. 9. Extended Parent-time. During the summer, each party will receive two (2) uninterrupted weeks of parent-time.

e. 10. Notification of Extended Time. Both parents should provide notification of extended parent-time or vacation weeks with the child by May 1 each year with the Mother having first choice of extended time in even numbered years and the Father 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.

f. 11. Holidays. The parties should exercise holiday parent time

as they can agree, but in the event they cannot agree, they should follow Utah Code Ann. §81-9-303 with Mother acting as the “Custodial Parent” and Father acting as the “Noncustodial Parent” for interpreting the statute, as follows:

| <i><b>Holiday</b></i>          | <i><b>Holiday Time Period</b></i>                                                                                                                                                                                                                                                                                                                                                                                                    | <i><b>Odd Years</b></i> | <i><b>Even Years</b></i> |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|
| Dr. Martin Luther King Jr. 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 of the child to school on the day following Dr. Martin Luther King Jr. Day; or(b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school. | Father                  | Mother                   |
| President'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:(a) upon delivering the child to school on the day following President's Day; or(b) at 8 a.m. on the day following President's Day if there is no school.                                  | Mother                  | Father                   |
| Spring Break                   | (1) Holiday begins at 6 p.m. 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.                                                                                                                                                            | Father                  | Mother                   |
| 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 dismissed; or(c) 6 p.m. at the                                                                                                                                                                                                                                                        | Mother                  | Father                   |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                         |        |        |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
|                                 | 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.                                                                                                                                                                         |        |        |
| Mother's Day                    | (1) Holiday begins on Mother's Day at 9 a.m.(2) Holiday ends on Mother's Day at 7 p.m.                                                                                                                                                                                                                                                                                                  | Mother | Mother |
| Father's Day                    | (1) Holiday begins on Father's Day at 9 a.m.(2) Holiday ends on Father's Day at 7 p.m.                                                                                                                                                                                                                                                                                                  | Father | Father |
| Juneteenth National Freedom Day | (1) Holiday begins at:(a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.                            | Mother | Father |
| Independence Day                | (1) Holiday begins on July 3rd at 6 p.m.(2) Holiday ends on July 5th at 6 p.m.                                                                                                                                                                                                                                                                                                          | Father | Mother |
| Pioneer Day                     | (1) Holiday begins on July 23rd at 6 p.m.(2) Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                                                                                                                                        | Mother | Father |
| 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. | Father | Mother |
| Columbus Day                    | (1) Holiday begins at 6 p.m. on the day                                                                                                                                                                                                                                                                                                                                                 | Mother | Father |

|                               |                                                                                                                                                                                                                                                                                                                                           |        |        |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
|                               | before Columbus Day.(2) Holiday ends at 7 p.m. on Columbus Day.                                                                                                                                                                                                                                                                           |        |        |
| Fall Break                    | (1) Holiday begins at 6 p.m. 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.                                                                         | Father | Mother |
| 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 4 p.m. if there is no school.(2) Holiday ends at 9 p.m. on the same day the holiday begins.                                                                            | Mother | Father |
| Veterans Day                  | (1) Holiday begins at 6 p.m. on the day before Veterans Day.(2) Holiday ends at 7 p.m. on Veterans Day.                                                                                                                                                                                                                                   | Father | Mother |
| 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. | Mother | Father |
| Winter Break<br>(First Half)  | (1) Holiday begins at:(a) 6 p.m.; 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.                                                                                                            | Father | Mother |
| Winter Break<br>(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.                                                                                                                                                                                  | Mother | Father |

|                                      |                                                        |        |        |
|--------------------------------------|--------------------------------------------------------|--------|--------|
| Day of Child's Birthday              | (1) Holiday begins at 3 p.m.(2) Holiday ends at 9 p.m. | Mother | Father |
| Day Before or After Child's Birthday | (1) Holiday begins at 3 p.m.(2) Holiday ends at 9 p.m. | Father | Mother |

### ***Joint Legal Custody***

a. 12. Joint Legal Custody. The parties shall share joint legal custody of the child.

a. 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. 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. 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. ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
- iii. 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. 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. 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. vi. Presumptive Decision Making: If the parties are still unable to come to an agreement, Mother shall have presumptive final decision-making authority.
- vii. vii. Court Review: Father shall have the right to challenge any such

decision by way of court review to determine whether the decision is contrary to the best interests of the minor child.

viii. 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.

a. 13. School Decisions. The child shall continue to attend AAI Charter School 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.

### ***Communication***

a. 14. Communication. 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.

b. 15. 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***

a. 16. Relocation. If either party moves more than 150 miles, the parties will be bound by the 60-day notice requirements of Utah Code Ann. §81-9-209.

b. 17. Travel. When the child travels with either parent overnight, all of the following will be provided to the other parent:

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

g. 18. 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.

h. 19. 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.

i. 20. Mutual Restraining.

- j. 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.
- k. 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.
- l. 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.

m. 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.

n. 21. 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.

o. 22. 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.

p. 23. 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.

q. 24. 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, unless the parties mutually agree in writing. 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.

r. 25. Curbside Transportation for the Child. The parties will utilize school-to-school or childcare 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

a. 26. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 *et seq.* The Mother's gross monthly income is \$5416.00 per month. The Father's gross monthly income is \$5200.00 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Mother's child support obligation would be \$1.00 per month. Child support is so de minimis that no child support shall be ordered by either party. If there is a substantial change in circumstances either party may file a Petition to Modify the child support.

b. 27. 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 Utah Code Ann. §81-6-208. Father is currently providing said insurance.

c. 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.

- d. 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.
- e. 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 should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
- f. 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 Father shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Mother shall be

secondary coverage for the dependent child. If a parent remarries and his or her dependent child is 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.

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

h. 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.

i. 28. Childcare Expenses. The parties shall adopt Utah Code Ann. § 81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor child.

j. 29. Dependency Exemption. The parties will share the dependency exemption for the minor child as follows:

k. a. The parties will alternate the dependency exemption for the minor child.

The Mother will be entitled to claim the minor child as a dependency exemption for even-numbered tax years, and the Father will claim the minor child as a dependency exemption for odd-numbered tax years.

l. 30. Taxes. The parties will file separate tax returns for 2026.

m. 31. Real Property. The marital property located at 3652 West Alveron Drive Taylorsville, UT will be awarded to Father with all debts and liabilities commencing. Father will refinance the home and pay Mother her equity within 90 days. In the event that the refinance and payout do not occur, the parties agree to immediately put the home for sale with a mutually agreed upon in writing real estate agent. The parties shall follow all recommendations of the realtor. Upon refinance of the home Father will pay \$98,500 in equity in the home to Mother. In the event that Father cannot refinance and pay Mother out the \$98,500 within the 90 days the home shall be listed for sale as stated above. Upon sale of the home, the parties shall split any net equity equally.

n. 32. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should 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><b>Item Description:</b></i> | <i><b>Awarded to:</b></i> |
|---------------------------------|---------------------------|
| 5 <sup>th</sup> Wheel           | Father                    |
| 2021 Ford                       | Mother                    |
| 2013 GMC                        | Father                    |
| Father's wedding ring           | Mother                    |

- a. a. Mother shall be permitted to come to the home within 30 days from the date that this agreement was entered into, to retrieve her property from the home. Counsel shall work together to schedule the time for Mother to get her belongings.
- b. b. If the parties cannot agree on the personal property, they shall return to mediation.

c. 33. Debts. The parties acquired debts during the marriage.

Each party will assume, indemnify, and hold the other harmless from liability on any debt in their own respective names.

- d. a. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.
- e. 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 should 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.
- f. 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.

g. 34. Checking and Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. The parties shall sign off of any joint accounts that their name is on that the other party is keeping.

h. 35. Retirement/Pension Accounts. Each party will be awarded the retirement/pension accounts in their own respective name and will waive all claim to the other party's retirement.

i. 36. Global Discovery Vacation Memberships. The parties acknowledge that they hold interest in two Global Discovery Vacations accounts/memberships. Original account GD273218, and the second account GD074386. Mother shall be awarded and shall retain all rights, title, interest, benefits, obligations, and liabilities associated with Account GD273218, free and clear of any claim by Father. Father shall be awarded and shall retain all rights, title, interest, benefits, obligations, and liabilities associated with Account GD074386. Each party shall execute any documents that are reasonably necessary to transfer, confirm, remove, or effectuate ownership and responsibility for the

account awarded to the other party. Each party shall indemnify and hold the other harmless from any liability, debt, fee, assessment, charge, or obligation associated with the account awarded to that party arising after the entry of the Decree of Divorce. Any future maintenance fees, annual dues, special assessments, financing obligations, or charges associated with each awarded account shall be the sole responsibility of the party receiving that account.

j. 37. Name. Mother will have the option of restoring her name to Bethalia Jacquelyne Griffiths.

k. 38. Alimony. Neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

l. 39. 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.

m. 40. 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.

n. 41. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

o. 42. 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 the settlement 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.

p. 43. 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.

q. 44. Final Stipulation. The 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 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 the 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 stipulation.

**THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S  
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

**NOTICE TO PARTIES:**

Pursuant to Utah Rule of Civil Procedure 7(j), Respondent's attorney, Ryan S. Ficklin, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

**CERTIFICATE OF SERVICE**

I certify that on July 16, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Norman W. Peat  
*Attorney for Petitioner*

/s/ Ryan S. Ficklin  
Ryan S. Ficklin  
*Attorney for Respondent*