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IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of MCKENNA MICHELLE GRAHAM, <i>Petitioner,</i> and SETH PATRICK MCDIARMID, <i>Respondent.</i>	DECREE OF DIVORCE Case No: 264903073 Judge: Coral Sanchez Commissioner: Russell Minas

COME NOW, Petitioner, McKenna Michelle Graham ("Mack"), and Respondent, Seth Patrick McDiarmid ("Seth"), 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. 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
S.G.M.	December 2020

PARENTING PLAN

1. Custody/Parent time. The parties are awarded joint custody of their minor child with Mack 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 no agreement can be reached, then parent time shall be exercised under Utah Code §81-9-305 as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Seth	Seth	Mack	Mack	Seth	Seth	Seth
Week 2	Seth	Seth	Mack	Mack	Mack	Mack	Mack

2. Summer: Mack and Seth shall receive up to two weeks of uninterrupted extended parent time when school is not in session, which does not include holidays.
 - a. Both parents shall provide notification of extended parent-time or vacation weeks with the child by May 1 each year with Mack having first choice of extended time in odd numbered years and Seth having first choice of extended time in even numbered years. If notification is not provided timely the

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

3. The holidays shall be allocated as the parties agree. The priority of parent time, and in accordance with state statute, holiday parent time (including extended summer parent time) takes precedence over regular parent time, and summer parent time takes precedence over regular parent time. If the parties cannot agree, Mack shall be designated as the custodial parent for holiday purposes and time shall be allocated as follows:

SETH	MACK	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 holiday in the order	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.
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 3rd at 5:30 pm. 2. Holiday ends on July 5th at 8:30 pm.
Even Years	Odd Years	July 24th Pioneer Day: 1. Holiday begins on July 23rd at 5:30 pm. 2. Holiday ends on July 25th 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 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 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 child 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 child at his or her discretion.

2. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records. The 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, the parties shall mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child are in his or her care.

a. Medical. The parties shall continue to use the minor child's pediatrician as the pediatrician for the child and any specialists that their pediatrician recommends, when necessary. 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 may be attended by both parents. The parent exercising parent-time shall notify the other parent within 30 minutes of scheduling any appointment, and if it is emergency care, when reasonably practical so that both parents may attend the care.

b. School. The child shall continue to attend his current elementary school and its 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.

3. Final Decision Making. If the parties have any future disagreement regarding their child generally, any major decisions for their minor child, or the terms or implementation of this agreement, they shall first seek the assistance of a mutually agreed upon third party or mediator before either party initiates legal action. Both parties agree,

however, that either may seek emergency relief from the court if circumstances arise that make formal negotiation impractical.

4. Relocation. If either party relocates as defined by Utah Code Ann. §81-9-209, then the parties are subject to the notification requirements of that statute.

5. Communication. The parties shall discuss all parenting concerns among each other and shall not use their child to deliver messages.

6. 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 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 travel with either parent overnight, all of the following shall be provided to the other parent:

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

8. 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.

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 shall 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 shall 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 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.

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 Child. The parties shall utilize school-to-school or child care exchanges when possible. If school to school exchanges are not possible, the receiving parent shall 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.* Mack's gross monthly income is \$2,294 per month. Seth's gross monthly income is \$13,666 per month. Mack has 183 overnights and Seth has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Seth's child support obligation shall be \$509.00 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 shall obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §78B-12-212. Seth is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

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

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent 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 child as indicated.

d. If, at any point in time, the dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Seth shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Mack shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

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

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

20. Dependency Exemption. The parties shall share the dependency exemption for the minor child as follows:

a. The parties shall alternate the dependency exemption for the minor child. Mack shall be entitled to claim the minor child as a dependency

exemption for even-numbered tax years, and Seth shall claim the minor child as a dependency exemption for odd-numbered tax years.

b. Either party shall have the option to do a buy-out option if the requesting party pays for all accounting expenses and uses a third-party accountant to access the buy-out option. The requesting party shall pay the other party the amount which (s)he would have been benefitted from the dependency exemption to leave the party tax neutral and payment shall be made by March 15. The party requesting the buyout shall request tax information by Feb 1st and shall decide if a buyout shall occur within 15 days.

c. Seth 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.

a. The marital property located at 5865 Sesame St., Taylorsville UT 84129 shall be awarded to Seth with all debts and liabilities commencing on June 1, 2026. Seth shall hold Mack harmless on all debts and liabilities associated with the home. Seth shall refinance the home within twelve (12) months. In the event that the refinance does not occur, the parties agree to immediately put the home for sale. Upon refinance or the sale of the home at a reasonable market value price, Seth shall pay equity in the home to Mack with

the value of the home and equity established at the time of the sale or refinance.

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>
Subaru	Mack
Truck	Seth
Arwin (cat)	Mack
Mylo (cat)	Mack
Batty (cat)	Seth
Toni (cat)	Seth

a. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

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

<i>Debt Description:</i>	<i>Obligation of:</i>
Debt in Mack's name	Mack
Debt in Seth's name	Seth

a. Accumulation of Debt: Neither party shall 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. All monies in the savings and checking accounts shall be split equally as of June 1, 2026. The joint accounts shall be closed within 14 days of the stipulation. Each party shall be awarded monies in their own separate checking and savings accounts.

25. Retirement Accounts: The parties shall equally divide the marital portion of all retirement, pension, 401k, and IRA, and shall divide the amount with each receiving $\frac{1}{2}$ of the marital portion as defined by the Woodward formula. The parties shall equally split the cost associated with splitting the accounts, if any.

26. Business Interest: Mack shall be awarded 100% of her business interest in Cirque du Salt Lake and all associated income, assets, intellectual property, debts, liability, and tax consequences.

27. Alimony: Seth shall pay Mack base alimony of \$2,300 per month, paid in two equal payments on the 5th and 20th of each month. In addition to the base amount, Seth shall pay variable alimony equal to twenty-five percent (25%) of his monthly hockey referring income, with payment due by the last day of each month. Seth shall provide Mack with documentation of his monthly referring income no later than the last day of each month, including pay stubs, statements, or other reasonable proof of earnings. Seth shall also pay fifty percent (50%) of any net annual bonus received from his W-2 employment, with payment due no later than April 30th of the following year. Seth shall provide Mack with written verification of any bonus received, including employer-issued statements or year-end earnings documentation, within ten (10) days of receipt. All alimony obligations shall continue for a term of five (5) years, unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Alimony shall commence on July 1, 2026.

28. 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.

29. Independent Advice of Counsel: The parties respectively acknowledge that they were each 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 to inform them of their legal rights.

30. Divorce Education: The parties shall take the Divorce Education Class and Divorce Orientation Class within fourteen (14) days of the date the Stipulation is signed.

31. 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.

32. 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.

*****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 28th day of July 2026.

*E-signed by Elenia M. Cozean
with permission of Seth McDiarmid*

/s/ Seth McDiarmid
SETH MCDIARMID
Pro Se Respondent

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 22nd day of July 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.

Seth McDiarmid
Pro Se Respondent
sethpmcdiarmid@gmail.com

JR LAW GROUP, PLLC

/s/ Elenia M. Cozean
ELENIA M. COZEAN
Attorney for Mckenna Graham - Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 5th 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-MAIL:

Seth McDiarmid
Pro Se Respondent
sethpmcdiarmid@gmail.com

JR LAW GROUP, PLLC

/s/ Lisa Basham
LISA BASHAM
Paralegal for JR Law Group, PLLC