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

In the Matter of the Marriage of: THI THU HA TRAN, Petitioner, and DUSTIN NATHANIEL DAUGHERTY, Respondent.	DECREE OF DIVORCE Case No. 254906622 Judge James Gardner Commissioner Renee Blocher
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This Matter comes before the Court on Petitioner's Petition for Divorce submitted on December 17, 2025 and Respondent's counter petition submitted on January 9, 2026. The parties' entered a Stipulation and Settlement Agreement, reached on May 20, 2026, which was filed with the court on May 21, 2026. Petitioner Thi Thu Ha Tran ("Petitioner" or "Mother") was represented by Daniel McCarthy and Respondent Dustin Daugherty ("Respondent" or "Father") was represented by Ron W. Haycock of the law firm Strong & Hanni.

The Court having reviewed and accepted the agreement of the parties, and entered its Findings of Facts and Conclusions of Law, now ORDERS, ADJUDGES, and DECREES as follows:

- 1. Residency.** Petitioner and Respondent are both bona fide residents of

Salt Lake County, State of Utah, and have been for more than three months immediately prior to the filing of this action.

2. Marriage Information. Petitioner and Respondent were married on November 5, 2016 in Tay Ninh, Vietnam. They separated on or about November 21, 2025.

3. Grounds. The parties are hereby granted a divorce on the grounds of irreconcilable differences and because the parties have been unable to resolve their marital problems, making continuation of their marriage impossible under Utah Code Ann. §81-4-405(1)(h).

4. Child. The parties have one (1) minor child of the marriage. There are no other children expected as issue of this marriage. The name and birth date of the child are being submitted to the Court on the Non-public Information – Minors form. The initials, birth month, and birth year of the minor child is:

Initials	Date of Birth
K.A.D.	June 2022

5. Modification of Protective Orders. Any protective order currently in place may be modified to allow communication between the parties as to legitimate child-related matters (limited to the child’s health, welfare, education, conduct, exchanges, etc.) and to allow curbside exchanges at the residences of the parties, to allow drop off and pick up at the minor child’s school, and to allow both parties to attend their child’s school and other functions, at which functions neither party shall communicate with the

other. Neither party waives its right to either extend or enforce the remaining terms of any protective order or to have such orders modified or dismissed.

6. Legal Custody. Each of the parties being fit and proper persons, the parties are awarded joint legal custody of the minor child.

- a. The parties shall discuss all major decisions concerning the child including their health, education, and general welfare, daycare, medical and dental treatment, and therapy.
- b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved. (5) If the parties reach an impasse, they shall attend mediation prior to seeking court intervention, equally sharing the costs of mediation.
- c. After following the decision-making process above, Mother shall be deemed to have provisional final say, subject to Father's right to seek court intervention. Mother shall provide her decision to Father in writing, and the decision shall be stayed for fourteen (14) days, during which time Father may object by filing a motion or other appropriate pleading with the court. If Father fails to file such a motion or other appropriate pleading with the fourteen (14) days, Father shall be deemed to have waived his objection to

Mother's decision, and Mother may proceed. If Father files such a pleading with the court within the fourteen (14) days, the decision shall be stayed pending court determination.

7. **Physical Custody and Parent Time.** The parties are awarded joint physical custody of the minor child, with parent time being as the parties may agree. If the parties cannot agree, parent time shall be pursuant to Utah Code Ann. §81-9-305, as follows:

- a. The parties shall alternate weekends with the minor child, beginning Friday after school or preschool, or at 6:00 p.m., or, if the child is not in school and the parent exercising parent time is available to provide personal care, as early as 8:00 a.m., until Monday morning school or pre-school drop off, or at 8:00 a.m. if the child is not in school.
- b. Father shall have the minor child every Monday and Tuesday night, and Mother shall have the minor child every Wednesday and Thursday night.
- c. The parties may informally alter this parent time schedule as they agree.

8. **Summer Extended Parent Time.** Summer extended parent time shall be as the parties agree. If the parties cannot agree, summer extended parent time shall be as follows:

- a. Each parent shall be entitled to two (2) weeks of uninterrupted summer extended parent time.

b. Each parent shall provide notice of their intended extended summer parent time. During odd-numbered years, Father shall provide notice of his intended extended summer parent time by April 1 and Mother shall provide notice of her intended extended summer parent time by April 15. During even-numbered years, Mother shall provide notice of her intended extended summer parent time by April 1 and Father shall provide notice of his intended extended summer parent time by April 15.

c. For 2026, Mother shall choose her summer extended parent time dates within seven (7) days of the Stipulation. Father shall provide his dates within fourteen (14) days of the Stipulation.

d. If a parent fails to provide notice as set forth herein within the applicable time period, the complying parent may schedule the extended summer parent time for the non-complying parent.

9. Transportation. Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

a. The receiving parent shall pick up the minor children for all visits.

b. School-to-school exchanges shall be utilized when appropriate.

c. When school-to-school exchanges are not utilized, exchanges shall be curbside. Both parties shall be civil and shall avoid confrontation during parent exchanges. There shall be no discussion between the parties during exchanges. The parties shall

ensure that any third parties (including spouses, other children, extended family members, etc.) comply with this conduct expectation.

d. A third party known to the minor children and both parties may pick up or drop off the minor child for exchanges.

10. Holiday Parent Time. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann §81-9-303 thereafter, as set forth herein:

a. The parties have chosen to remove Juneteenth, Columbus Day, Veteran's Day from their holiday parent time calendar.

b. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.

c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

d. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i.the holiday schedule for Mother's Day or Father's Day;

ii.the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence

- during the uninterrupted extended parent-time;
 - iii.**the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday, extended parent-time;
 - iv.**Father's birthday or Mother's birthday; and
 - v.**the schedule for weekday or weekend parent-time.
- e.** A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

11. Unless the parties agree otherwise, holiday parent time shall be according to the following modified schedule:

HOLIDAY SCHEDULE - UCA 81-9-303			
Holiday	Holiday Time Period	Years Mother is Granted Holiday	Years Father is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 8 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	Holiday begins Friday at 8 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends upon delivering the child	Even years	Odd years

	to school on the day following President's Day; or at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends: upon delivering the child to school on the day following the end of spring break; or at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	Holiday begins Friday at 8 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the day following Memorial Day; or at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	Holiday begins at 5:30 p.m. on the day before Mother's Day. Holiday ends on Mother's Day at 8:30 p.m.	All years	
Father's Day	Holiday begins at 5:30 on the day before Father's Day. Holiday ends on Father's Day at 8:30 p.m.		All years
Independence Day	Holiday begins on July 3rd at 6 p.m. Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23rd at 6 p.m. Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at: 8 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted	Odd years	Even years

	the holiday. Holiday ends: upon delivering the child to school on the day following Labor Day; or at 8 a.m. on the day following Labor Day if there is no school.		
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends: upon delivering the child to school on the day following the end of fall break; or at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Holiday begins on Wednesday at: 6 p.m.; or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends: upon delivering the child to school on the Monday following Thanksgiving; or at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	Holiday begins at: 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27th at 7	Odd years	Even years

	p.m.		
Winter Break (Second Half)	Holiday begins on December 27th at 7 p.m. Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years
Day of Mother's Birthday	Holiday begins at 3:00 p.m. Holiday ends at 9:00 p.m.	All years	
Day of Father's Birthday	Holiday begins at 3:00 p.m. Holiday ends at 9:00 p.m.		All years

12. Virtual Parent Time. Each party is entitled to have reasonable and uncensored phone contact with the children while they are with the other parent, as follows:

- a. The children may call or text either parent at any time. Parties will not call or text each other at any time except for the reasons set out elsewhere in the stipulation.
- b. Both parties shall be supportive of virtual parent time with the other parent.

13. Right of First Refusal. Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor child over any other third party (i.e., surrogate care) if the parent

responsible for the minor child is not available for a period of overnight or longer during parent time, and the other parent shall be entitled to parent-time if that parent is personally available and willing to provide direct care and transportation. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care. The parties shall use their best reasonable efforts to give as much advance notice of this right of first refusal as possible. Sleepovers with age-appropriate friends or grandparents are not subject to the right of first refusal, however that parent shall notify the other parent of any time the children are not sleeping in the same home as that parent.

14. School Fees; Extracurricular Expenses. The parties shall be equally responsible for the children's school fees and extracurricular expenses as follows:

- a.** All mandatory school fees, including school tuition and fees, shall be divided equally between the parties. Where possible, each party shall pay their share of the mandatory school tuition or fee directly to the children's school.
- b.** Each party shall be responsible to obtain and keep school supplies and required uniforms at their residence for the child (not meaning that each parent must purchase a separate uniform).
- c.** The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by

both parties. Neither party may obligate the child to an unapproved extracurricular activity which infringes on the parent time of the other parent.

d. Each party shall, during their respective parent time, ensure that the child gets to and from their agreed-upon activities, practices, games, etc.

15. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

a. 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 parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

c. The parties shall notify the other parent of major injury or

illness as soon as reasonably possible involving the child;

d. The parties shall provide each other with the names and telephone numbers of teachers, coaches, and others who work with the minor children at school, medically, or otherwise, and shall encourage such teachers, coaches, and others to add both parents to email and communication lists, so that each party can initiate their own relationship with these professionals. Each party is responsible to get the information themselves which is equally available to both parties.;

e. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;

f. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;

g. For emergency purposes, whenever the children travel with either parent overnight or longer, or will be staying with anyone other than the parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the children or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location;

- h.** Before leaving the United States with the child, the parent taking the minor child will give the other parent at least thirty (30) days' notice. Such notice shall include a detailed itinerary of the international travel, including copies of the specific flight tickets. The parties shall cooperate in maintaining passports for the minor child and making those passports available to the traveling parent. Mother shall maintain the passports in her possession, but shall make them readily available to Father in the event he seeks to travel internationally with the minor child;
- i.** The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability;
- j.** Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule;
- k.** The parties shall not put the child in the middle. The parties shall not discuss adult issues including any legal or financial-related issues with the child;
- l.** The minor child shall not be used as a messenger;
- m.** The parties shall maintain safe and appropriate sleeping and

living accommodations for the child. The child shall have his own bed when staying with either parent;

n. While the parties' child is a minor, neither party shall have any roommates without disclosing their identities to the other parent;

o. Neither parent shall question the minor child about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

p. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;

q. Communication regarding the minor child shall be civil, brief, limited to issues of the child, and directly between the parents and shall not involve third parties. All non-emergency communications between the parties shall be in writing, through Our Family Wizard; and

r. The parties shall utilize Our Family Wizard for all non-emergency communications. Each party shall maintain his or her own account. All communications, calendaring, record-keeping, reimbursement requests, and other matters shall be through Our Family Wizard. Both parties shall utilize their best reasonable efforts to respond to a request for discussion or information within twenty-four (24) hours of that party's receipt of the request.

16. Mutual Restraining Order. The parties shall adhere to the following mutual restraining order:

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preferences regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.

c. Both parties shall be restrained from discussing divorce issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationships with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information. Neither party shall request or encourage the child to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from harassing,

threatening, stalking, digitally stalking, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Except for parent time exchanges as set forth herein, both parties are restrained from going to the residence or work place of the other party without written permission.

f. Both parties shall be mutually restrained from allowing third parties to do in front of the child what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

g. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

17. Child Support. Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet attached hereto. For purposes of child support, Father shall be imputed at a gross monthly income of \$10,000 and Mother was established to have a gross monthly income of \$5,833. Father shall pay \$196/month for one (1) minor child to Mother, based upon the joint custody calculator, with Father having 182 overnights and Mother having 183 overnights.

a. Child support shall be payable one-half on the 5th day of each

month and one-half on the 20th day of each month unless the parties otherwise agree.

b. Child support payments shall begin on January 1, 2027.

c. Child support shall continue until the child turns eighteen (18) or graduates from high school, whichever occurs later.

d. Payor's income may be subject to income withholding by the ORS in accordance with the Utah Code for child support and insurance premiums

e. Both parties waive any claim they may have for past due child support.

f. Mother waives any claim she may have for past support payments of any kind, including temporary alimony, medical insurance reimbursement, medical cost reimbursement, child care reimbursement, etc.

18. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it's available at a reasonable cost.

a. If, at any time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Father shall be considered the secondary

coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the 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 children in the instant case.

c. 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.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each 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. 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.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

19. Childcare Expenses. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

b. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

c. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

d. Where feasible, the parties shall cooperate to give each other the first right of refusal to provide childcare prior to employing paid childcare.

e. Childcare provided by family members shall be deemed to be free.

20. Tax Exemptions. Tax exemptions for the minor child shall be awarded as follows:

a. For tax year 2025, the parties have filed joint tax returns. There was no refund.

b. Starting with tax year 2026, Mother shall claim the minor child on her taxes each year but shall pay to Father fifty percent (50%) of any child tax credit and net tax benefit received by Mother for claiming the child. To derive this amount, Mother shall provide information to Father showing the amount of tax she would pay without claiming the minor child, and the amount she would pay while claiming him. She shall pay to Father fifty percent (50%) of the difference between the two, factoring in the child tax credit. Mother shall pay this to Father within seven (7) days of her receipt of the refund, if any, or within seven (7) days of filing if there is no anticipated refund.

c. If, on December 31 of any year, either party is behind on any support payments ordered pursuant to the Stipulation, that party shall waive their right to claim for a tax benefit from the minor child for that year.

d. The parties shall follow all IRS guidelines as to filing status.

21. Real Property. During the course of the parties' marriage, the parties acquired certain real property. The parties' marital home is located at 3948 West Brixton Road, Taylorsville, Utah (the "Home"). The Home is awarded to Mother subject to the following terms and conditions:

- a.** Mother shall have exclusive right to possession of the Home.
- b.** In order to assist and accommodate the refinance or assumption process by Mother, Father shall execute such documents as may be required to effect the assumption or refinance. Mother shall present such documentation to Father, who shall execute and return the same within three (3) days of his receipt thereof. If Father fails or refuses to sign such documentation, within three (3) days of receipt, the court may sign such documentation on his behalf.
- c.** Beginning June 1, 2026, Mother shall be solely responsible for paying the mortgage, insurance, taxes, utilities, repairs, and upkeep pertaining to the Home. Father shall immediately cause Mother to be named an authorized user of the mortgage account, so that she may interact with the mortgage company, make payments, and otherwise deal with the mortgage and its company. Mother shall pay all mortgage payments from her separate account.
- d.** Father shall have an option to purchase the Home in the event Mother decides to sell, as follows:

i. Before Mother can list the Home for sale, she shall obtain an appraisal of the Home from a licensed real estate appraiser. She shall provide the written appraisal report for the Home to Father.

ii. Father shall have thirty (30) days from the date of his receipt of the appraisal report to elect to purchase the Home at the appraised value. Father must communicate his exercise of this option in writing, delivered to Mother. If Father fails to exercise his option in writing within thirty (30) days as set forth herein, Mother may proceed to list and sell the Home to a third party.

iii. This option shall expire upon K.A.D.'s eighteenth (18th) birthday, June 9, 2040.

e. If Mother ever becomes thirty (30) days or more late on a mortgage payment at any time while Father is still on the mortgage, Father shall have the right to make the mortgage payment to preserve his credit. In such event, Mother shall immediately reimburse Father for the amount of the payment. In addition, upon such occurrence, Mother shall list the Home for sale as set forth in herein.

f. Mother shall assume or refinance the mortgage on the Home to remove Father's name therefrom no later than two (2) years following entry of this Decree.

g. If Mother is unable to assume the mortgage or refinance the Home as required herein, Mother shall immediately list the Home for sale with a licensed Realtor selected by Mother. Mother shall follow the recommendations of the Realtor as to asking price, Home presentation, and other matters.

h. If the Home is sold, the proceeds from the sale shall be applied as follows:

i.First, to pay any sales commissions and closing costs due from the parties;

ii.Second, to pay off any mortgage or other loans outstanding against the Home;

iii.Third, any remaining proceeds shall be distributed to Mother.

22. Alimony. In exchange for the equity in the Home and other financial division of the marital estate as set forth herein, neither party shall be awarded alimony now or in the future.

23. Vehicles. The parties own certain vehicles, which shall be divided as follows:

a. Mother shall be awarded the 2022 Subaru Crosstrek. Mother shall assume all payment obligations for that vehicle.

b. Father shall be awarded the 2005 Honda Civic and any vehicles purchased by Father since filing of the Petition herein. Father shall be responsible for all payment obligations for these vehicles.

c. Each party shall remove the other from title no later than seven

(7) days following entry of this Decree, and Father shall deliver an executed title for the Subaru to Mother's counsel on such date.

d. Each party shall maintain and pay for their own automobile insurance policy.

e. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

24. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties have previously agreed to a division of the personal property and they request this Court's order affirming that division.

25. Debts. During the marriage, the parties incurred certain debts and obligations. Those debts shall be divided as follows:

Creditor	Approx. Balance	To Be Paid By
First Mortgage on Home	Balance	Mother
Loan/Lease payment on Father's vehicle(s)	Balance	Father
Any credit cards and loans in Mother's name	Balance	Mother
Any credit cards and loans in Father's name, except the mortgage on the Home	Balance	Father

a. Except as otherwise described herein, each party shall be responsible for any debts in his/her own name.

b. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.

- c. Each party shall indemnify and hold the other harmless from any debts assigned to that party.

26. Financial Accounts. During the course of the marriage the parties acquired certain bank and savings accounts, which shall be divided as follows:

- a. Each party shall be awarded any accounts in their own name.
- b. Any joint accounts shall be closed.
- c. The 529 college savings account established for the minor child shall remain a joint account into which both parties may make contributions.

27. Retirement. During the marriage, the parties accumulated some retirement accounts. Those shall be divided as follows:

- a. Father is awarded any retirement accounts in his name.
- b. Mother is awarded any retirement accounts in her name.

28. Asset Equalization Payment. In order to equalize the assets and debts between the parties and as a complete settlement of all financial issues between the parties, Mother shall pay to Father an asset equalization payment in the amount of \$13,000, payable as follows:

- a. Mother shall deliver to Father, through counsel, a cashier's check for \$13,000.00 within seven (7) days following entry of this Decree; and
- b. At the same time, Father shall deliver to Mother, through counsel, the executed title to Mother's Subaru Crosstrek.

29. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to a hearing in court. Enforcement actions may be filed directly with the court without mediation.

30. Cooperation. Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that this Decree of Divorce is fully satisfied.

31. Attorney Fees. Both parties shall pay their own attorney's fees in this matter.

32. Waiver of Hearing and Mediator. The parties do not desire to have a hearing or to have the court decide these issues and they waive such rights. The parties understand that the Mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied on the representations of the Mediator in any way in the determination of the acceptability of the agreement. The parties have the right to advice of legal counsel of his or her own choice before signing the agreement and have received such advice or hereby waive that right.

33. Fair Settlement Disclosure. Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms voluntarily and of his or her own free will, and that he or she does so free from any undue influence, threat, or duress.

34. Miscellaneous Provisions. The Stipulation of the parties is effective on the date signed by all parties. The agreement resolves all issues pertaining to the parties. Both parties acknowledge the jurisdiction of this court and consent thereto. This Decree of Divorce shall be issued from the court with the same terms, conditions, and provisions, and that until this order is entered, the terms and conditions set forth in the Stipulation are enforceable as a court order and are not mere recitations.

****Entered by the Court as indicated by the Seal at the top of the first page.****

**RULE 7(j)(4) NOTICE AND
CERTIFICATE OF SERVICE**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Shall no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court.

I hereby certify that on this 12th day of August, 2026, I served a true and correct copy of the foregoing ***Decree of Divorce*** upon the following parties, as follows:

Dustin Daugherty
Respondent

() U.S. Mail, Postage Prepaid
() Hand Delivered
() Overnight Mail
(X) Email
() Electronically filed

/s/ Daniel McCarthy
Daniel McCarthy
Attorney for Petitioner