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

In the Matter of the Marriage of:	:	
PATRICK DONIGAN,	:	DECREE OF DIVORCE
	:	
Petitioner,	:	
and	:	Civil No: 264900091
	:	
BONNIE DONIGAN,	:	
	:	
Respondent.	:	Judge: Amber M. Mettler
	:	Commissioner: Russel Minas

THE ABOVE CAPTIONED MATTER is submitted to the Court pursuant to Rule 7 of the Utah Rules of Civil Procedure and Petitioner's motion. The Court having reviewed the pleadings on file herein, and having established jurisdiction, and the court having entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing therefore, it is **HEREBY ORDERED, ADJUDGED AND DECREED:**

JURISDICTION

1. Patrick and Bonnie are bona fide residents of Salt Lake County, State of Utah, and have been for at least (3) months immediately prior to filing of this divorce action.

MARRIAGE

2. The parties are husband and wife, having married on February 21, 2003, in Cache County, State of Utah. The parties have been separated from one another since July 28, 2024.

GROUND

3. The parties shall be granted a divorce on the grounds of irreconcilable differences. Said divorce shall become final upon entry of the Decree of Divorce in the Registry of Actions.

CHILDREN

4. There are two (2) minor children as issue of this marriage. Bonnie is not pregnant and there are no other children expected as issue of this marriage. The children reside in Salt Lake County and have for more than six (6) months. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the names and birth dates of the children are being submitted to the Court on the Non-public Information – Minors form. The initials, birth month and birth year of the minor children are:

Initials	Date of Birth
O.E.D.	February 2010 (16 years, boy)
E.P.D.	May 2012 (14 years, girl)

5. The Court has personal and subject jurisdiction over the parties' minor children and Utah is the home state of said children for custody purposes.

LEGAL CUSTODY

6. It is in the minor children's best interest that the parties be awarded joint legal custody.

PHYSICAL CUSTODY

7. It is in the best interest of the parties' minor children that the parties be awarded joint physical custody of the minor children. The parties shall ensure that neither party shall have sole custody of the children for more than ten (10) consecutive days unless otherwise agreed.

PARENTING PLAN

Parent-time Schedule

8. The parties shall continue to exercise a week-on/week-off schedule. If the parents are unable to agree otherwise, parent-time exchanges shall occur on Friday afternoon (after school-on-school days). The exception shall be on specified holidays (as stated below). On non-school days, the releasing parent shall deliver the child(ren) to the receiving parent's home, unless other arrangements are made by both parents. The parents shall hold a custody schedule review twice annually to ensure that the overall schedule maintains equal custody time and make adjustments (that are mutually agreed upon) as needed to the custody days.

Holiday Schedule

9. The below identified holidays shall supersede the baseline custody schedule, alternating each year between the parents, as noted. In the case of a holiday creating ten (10) consecutive days of custody, the non-custody parent shall be entitled to make-up custody time equivalent to his or her normal custody days immediately before and/or after the holiday week. The parents shall make arrangements on how to enable the makeup time during the semi-annual planning meetings or as soon as possible once the conflict is noted.

10. In the case of normal holiday custody that does not result in ten (10) consecutive days of custody, the non-custody parent is not entitled to makeup time, although both parents should help facilitate makeup time before and/or after the holiday period whenever possible to ensure equal parenting time across the year.

11. Absent mutual agreement or otherwise, the parties shall abide by the following holiday schedule:

Holiday	Odd years	Even Years
New Years Eve/Morning	Bonnie	Patrick
Rowland Hall February Break	Bonnie	Patrick
O.E.D. Birthday	Bonnie	Patrick
Rowland Hall Parent Teacher Conference Extended Weekend (Spring)	Bonnie	Patrick
April Break	Patrick	Bonnie
Mother's Day (noon -8pm)	Bonnie	Bonnie
Memorial Day Weekend	Patrick	Bonnie
E.P.D. Birthday	Patrick	Bonnie
Father's Day (noon -8pm)	Patrick	Patrick
4 th of July	Bonnie	Patrick

Labor Day	Patrick	Bonnie
Rowland Hall Fall Break	Patrick	Bonnie
Rowland Hall Parent Teacher Conference Extended Weekend (Fall)	Bonnie	Patrick
Thanksgiving Afternoon (noon - 8pm)	Bonnie	Patrick
First week of Christmas School Break through Christmas Morning at Noon *2028-2030 Because Christmas will be in the second week of school break, the parents will adjust and evenly divide custody time by extending days before and/or after the holiday period.	Patrick	Bonnie
Second Week of Christmas School Break Starting Christmas Day at Noon through New Years Day at 6pm	Bonnie	Patrick

Summer Parent-time Schedule

12. Each parent shall have the option to take the child(ren) on vacation during the summer, not to extend longer than ten (10) consecutive days. This time shall be scheduled on an existing custody week (Sunday through Thursday), with the option to include the weekend before and after to total up to (10) consecutive days. The non-traveling parent is entitled to makeup time equal to their original custody days in the Monday-Friday preceding and/or following the vacation week. If the parties cannot mutually agree on the

makeup days, the non-traveling parent shall have the right to choose the days he or she wants as makeup time in that period.

13. The parties shall rotate who gets first pick for the timing of summer vacations with Bonnie receiving first pick in even years and Patrick receiving first pick in odd years. The parties shall continue to follow the same week on/week off schedule but will accommodate the other parties' reasonable requests to modify parent-time.

Decision Making Process

14. All major decisions concerning the children, including their health, and general welfare, daycare, medical and dental treatment, and therapy shall be mutually agreed upon/discussed between the parties. The parties shall use the following decision-making procedure: (1) Identify the issue, (2) develop possible solutions, and (3) choose the most sensible solution that considers the needs and interests of everyone involved.

- a. Tie Breaking Procedure: If the parties are unable to reach an agreement on a major decision concerning a child, the parties shall attend mediation with the cost to be equally shared between them. If they are unable to reach an agreement in mediation, either party shall be entitled to present the issue before the Court.

Religious Decisions

15. Notwithstanding the above, the children are officially removed from the records of the LDS church and shall not be required to attend any religious meetings, activities,

organizations, events etc. that they do not wish to attend. Any joining, long-term participation, baptism, confirmation, etc. of any religious organization, must be approved by both parties until the children are of age.

Medical Decisions

16. The parents shall be aligned before making medical decisions for the children. Any changes to medications or medical updates will be communicated as soon as possible by one party to the other party. Significant changes to treatments (financially or in terms of treatment) shall be agreed upon before proceeding. The party who has the child at the time he/she suffers an emergency medical condition has the authority to make any decision regarding emergency medical care. The parties shall notify the other party of the emergency as soon as possible.

Educational Decisions

17. The children shall continue to attend Rowland Hall through the duration of 12th grade, unless mutually agreed by both parties. Should significant issues arise to necessitate a change of schooling, both parties must agree that the change is in the best interest of the child(ren). Both parties shall have access to the children during school and should have authority to check the children out of school.

Make-up Parent-Time

18. The parents shall be flexible in offering make-up parent time when travel or other rescheduling happens.

Custody Proximity

19. The proposed parent-time arrangement is contingent on each parent living within 30 miles of Rowland Hall Upper School. If either party decides to move farther away for any reason, then the custody agreement shall be re-negotiated and the parent who has moved outside of this range may not be entitled to weekly 50/50 custody. The parties shall abide by the notice provisions found in Utah Code Ann. §81-9-209.

First Right of Refusal

20. Each party shall offer the other party the opportunity to be with the children when a party is unable to be with the children for overnight or longer and a surrogate childcare provider would otherwise be used. This does not prohibit a child from staying overnight with a friend or family member so long as the parent is available to care for the child.

Travel Coverage

21. Work and personal travel shall be planned for non-custody weeks whenever possible. If travel impacts the custody schedule, notice shall be given as early as possible, and both parties must agree to the surrogate care provider.

Emergency Contact

22. The non-custody parent who is not exercising parent-time shall take reasonable measures to inform the custody parent if they will be unreachable for an extended period (e.g. out of the country or out of call reception areas).

Travel with Children

23. For emergency purposes, whenever a minor child of the parties sleeps away from the primary home of either parent, the following shall be provided to the other party: (i) an itinerary of travel dates; and (ii) destinations. The custody parent shall notify the other parent in advance of all upcoming planned travel.

Children Home Alone

24. The children can be left home alone for reasonable periods of time, but not overnight. The custody parent shall always tell the children where they are going and how long they will be gone, and to be reachable via cell phone for emergencies, and ensure general safety precautions are in place.

Children Away From Home (Not traveling with parent)

25. The parents shall discuss any events in advance that will take the children away from home overnight. The parents must first agree to a child attending an event before the child is informed. Both parents must agree to allow a child to travel alone and also agree when a child travels with others without a parent.

Overnight Guest

26. The parents shall discuss in advance all overnight guests who are not related to the parent. If the children will be sharing a room with guests (including family) then the other parent shall be provided advance notice.

Introduction of Romantic Partners

27. Neither parent shall introduce a romantic partner to the children until they have been in a committed relationship with that person for at least three (3) months. The introducing parent shall inform the other parent in advance of any such introduction. If a romantic partner will cohabit with the children, the introducing parent shall arrange for the partner to meet the other parent before cohabitation begins.

Sleepovers

28. The parties shall discuss sleepovers (i.e., the children staying overnight at someone else's home) with the other parent in advance whenever possible. If advance notice is not feasible due to last-minute plans, the custody parent may make a decision but shall notify the other parent as soon as reasonably possible. Both parents are entitled to request the names of other individuals present at the sleepover location. The parent who arranges for the sleepover agrees to facilitate this communication during their parent-time by initiating a group text message which includes both parents (Bonnie and Patrick) as well as the adult where the children are staying, if needed, to ensure transparency and ease of information

sharing. If one parent is unable to reach the adult whose home the children are staying, the parent who arranged for the sleepover will assist by making the request on their behalf. The parent whose home the children are staying shall ensure the child has a working phone with them and remains available to pick up the child at any time, if necessary. The parent of the home where the children are staying shall manage communication with the children during the sleepover.

Extracurricular Activities

29. The parents must agree before significant changes are made to the children's routines, such as changing afterschool activities, school electives, camps, overnight trips, etc. These should be updated in the shared family calendar as soon as possible, and special events should be put in the calendar so both parents have the opportunity to attend (i.e. concerts, school presentations, school conferences, recitals).

Communication with Children

30. Parents agree that the custody parent will help to facilitate the other parent reaching the children if necessary and will ensure that the children have access to their phones to do this (parents will not take away a phone as a punishment and therefore cut off contact with the other parent).

Aligned Discipline

31. The parents shall communicate about significant issues that require child discipline and attempt alignment on consequences. Generally speaking, any consequences or additional rules enforced by one parent shouldn't span into the other parent's time at home (i.e. parents won't make a consequence the other parent has to enforce.)

Schoolwork

32. The custody parent is responsible for ensuring, to the best of their ability, that the children are completing their schoolwork and getting the support they need to be successful. Both parents shall do their best to communicate any gaps or concerns to the other parent, both in terms of longer-term alignment and to facilitate weekly school achievement.

Semi-annual Planning Meeting

33. The parties shall hold two planning meetings per year at mutually agreed-upon times. Unless another time is mutually agreed upon the meetings shall occur in February (to plan through the summer) and in August (to plan through the end of the school year).

Children's Bedrooms

34. Each child shall continue to have a bedroom of their own (no sharing with other children or adults) regardless of changes in housing, cohabitation, or future combining of households.

Outside Party Parenting

35. Other adults who may have reason to parent the children (e.g. stepparents, long-term romantic partners) shall be informed and held to the agreed upon standards already noted. Under no circumstances should any adult physically assault or punish the children (e.g. spanking, hitting, grabbing), including verbal assault such as screaming and yelling. If any incident occurs, the related parent will correct the interaction and ensure the child(ren) are safe. They shall promptly inform the co-parent of any such incidents and the corrections taken. If repeat issues occur, steps must be taken to end the child(ren)'s contact with that individual. This also applies to extended family (e.g. grandparents, stepchildren, etc.).

Child Performances/Events

36. Both parents, regardless of who is the custody parent, can attend child performances, sporting events, awards ceremonies, birthday parties, etc.

Child Illness

37. Each parent shall notify the other if a child becomes sick or injured. If a child must go to the hospital or any sort of care facility, both parents, regardless of who is on-duty, shall have the ability to visit the child in the facility.

Mutual Restraining Order

38. Each parent shall refrain from making disparaging comments about the other party or permit a third party to make disparaging comments about the other party in the presence

of a minor child. Each parent shall refrain from discussing the issues of this divorce or the terms of the agreement with a minor child.

CHILD SUPPORT

39. For purposes of child support Bonnie's gross monthly income including salary and bonus is \$28,833.33 and Patrick's gross monthly income including salary and bonus is \$35,416.66. Patrick also receives significant variable income in the form of annually vesting RSU grants, which is considered part of his total annual income, but is not being used to calculate child support.

40. Child support shall be determined on a joint custody calculator with Bonnie receiving 183 overnights and Patrick receiving 182 overnights, resulting in a base child support award of \$380 per month. There shall be no child support obligation so long as the arrangements contained herein are upheld. Should the parties seek to re-negotiate the provisions as outlined herein, then all of these provisions must be revised and modified per the parties ability to pay these expenses.

41. Unless the Court orders otherwise, support for a child terminates at the time (1) a child becomes eighteen (18) years of age, or has graduated from high school during the child's normal and expected year 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.

42. Utah Code Ann. §81-6-202 applies for purposes of modifications of child support in the future.

CHILD EXPENSES

Extracurricular Activities

43. **Extracurricular Activities** Beginning as of the date of the agreement, Patrick shall be responsible for 100% of any out-of-pocket extracurricular activity costs so long as Patrick's Box 5 W2 income exceeds \$500,000 and Bonnie's Box 5 W-2 income does not exceed \$425,000. If the above conditions are not met the parties shall share extracurricular activity costs for the following school year in proportion to each party's share of their combined Box 5 W-2 income (e.g, if Patrick makes \$550k and Bonnie makes \$450k, Patrick will pay 55% of the expenses and Bonnie will pay 45%). Other forms of variable compensation may be considered as part of total compensation.

44. The children's extra curricular activities shall be maintained at the historical level to date, including but not limited to school-sponsored trips, summer camps and classes during both parent's custody weeks, service groups, and after-school sports and clubs. Additional paid activities above their historical levels must be mutually agreed upon and costs shall be split between the parents. The enrolling parent must inform the other parent in writing via email or text of the activity, duration, and expense, before costs are incurred. Non-consent must be documented in writing via email or text within 72 hours. No response shall be

considered consent to share costs. Additional activities that require split expenses must be agreed upon in writing before booking, or the party enrolling the child in the activity is responsible for 100% of the cost.

45. The parties shall provide their yearly W-2 form to the other party for the duration of E.P.D.'s enrollment in Rowland Hall within thirty (30) days of receiving his/her W-2 form from their employers.

46. As of the date of entering into the Stipulation and Settlement Agreement, Bonnie is employed with a company that provides ISO's to her. Should there be a liquidity event for Bonnie's eligible ISO's, Bonnie agrees to share documentation regarding the market value of her ISO's and will do so within thirty (30) days from when she receives that information. Should the net profit have the ability to push Bonnie's income (most recent Box 5 W2 plus pre-tax proceeds net of cost if the ISOs are exercised and sold) above \$425,000, and selling does not decrease the overall value by more than 25% of the total grant value, the parties will revisit the extracurricular payment arrangement. If an agreement can't be reached, the parties will go to mediation (cost shared equally) to establish a new agreement on payment of extracurricular activities.

Educational Costs

47. The parties' minor children attend Rowland Hall. Patrick and Bonnie have shared equally the 2025-2026 tuition and fee expenses for the children.

48. O.E.D. Tuition Beginning as of the date of the agreement, Patrick shall be solely responsible for O.E.D.'s tuition costs and fees. This obligation applies so long as Patrick's Box 5 W-2 income exceeds \$500,000 (consistent with stipulations outlined under Education Costs) and Bonnie's Box 5 W-2 income does not exceed \$500,000. If the above conditions are not met, the parties shall share O.E.D.'s tuition costs and fees for the following school year in proportion to each party's share of their combined Box 5 W-2 income.

49. E.P.D. Tuition Beginning with the 2026-2027 school year, Patrick shall be solely responsible for E.P.D.'s tuition costs and fees so long as Patrick's Box 5 W-2 income exceeds \$500,000 (consistent with stipulations outlined under Education Costs) and Bonnie's Box 5 W-2 income does not exceed \$425,000. If the above conditions are not met, the parties shall share E.P.D.'s tuition costs and fees for the following school year in proportion to each party's share of their combined Box 5 W-2 income.

50. Payment Timing Patrick shall pay each child's tuition to Rowland Hall in a lump sum by the deadline in June, consistent with the parties' historical practice. The applicable income threshold shall be determined using Bonnie's W-2 Form for the calendar year immediately preceding the start of the school year (e.g., Bonnie's 2026 W-2 governs the 2027-2028 school year). Bonnie shall provide Patrick with her W-2 within 30 days of receiving it from her employer.

HEALTH INSURANCE

51. The parents shall ensure the children are always covered by health insurance while they qualify as dependents. The parent who has the most reasonable insurance determined by cost shall cover the children. The parents shall review the plan and costs annually during open enrollment. The parties shall equally contribute to the per capita health insurance premium as outlined in Utah Code Ann. § 81-6-212.

52. The parties have separated their health/vision/and dental insurance from one another. The children are currently on Patrick's insurance. Each party shall continue to be responsible to maintain his or her own medical and dental insurance coverage and each shall be responsible for his or her own uninsured medical and dental costs.

Out-of-Pocket Health Expenses

53. The parties shall equally pay all reasonable and necessary uninsured and out-of-pocket medical and dental expenses for the minor children, including but not limited to the expenses for the copays, any surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, as well as all other reasonable and necessary uninsured or out-of-pocket medical and dental expenses, in accordance with §81-6-208, Utah Code Annotated (as amended).

54. A parent who incurs out-of-pocket medical expenses for the parties' minor children should provide written verification of the cost of such medical expenses to the other party within thirty (30) days. The other party shall pay half of the payment or reimbursing the paying parent if already paid in full within thirty (30) days of receiving the verification.

55. In addition to any other sanctions provided by the Court, either party incurring medical, vision, and/or dental expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the above paragraphs.

56. The parties shall provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor children. Pursuant to §15-4-6.7 Utah Code (as amended), each creditor is to be notified that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the 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 the parent by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

OTHER EXPENSES

Technology

59. The parties shall provide for an upgrade of the children's phones or tablets at least once every three (3) years, unless otherwise mutually agreed.

Allowance

60. The parties shall maintain a weekly allowance for each child through debit cards. The weekly amount shall be the same as the child's age unless another amount is mutually agreed. Gas expenses shall also be added to the children's expense cards, with each party contributing equally to these expenses.

APPROVAL REQUIRED

61. Additional shared children's expenses exceeding \$300 must be approved in advance in writing by both parties.

62. Expenses for activities primarily done with one of the parents shall not be considered shared expenses (i.e.: ski passes and equipment, amusement park memberships, travel).

COLLEGE SAVINGS

63. Unless otherwise mutually agreed in writing, the college savings accounts shall be handled as follows:

a. The 529 accounts are to be used exclusively for O.E.D. and E.P.D college or post-high school higher education school expenses. The ownership of O.E.D.'s 529 account shall be in Patrick's name and the ownership of E.P.D.'s 529 account shall be in Bonnie's name, with both parents having full viewing rights for each child's account. The ownership changes and viewing rights for the 529 accounts shall be completed in a reasonable time frame, in no event longer than thirty (30) days of the date of signing of the agreement. Should either child not pursue post-high school/college education that consumes the full amount, the parents will make the funds available exclusively to the other child. Once both children complete their post-high school/college schooling (through post-grad), then any remaining money will be awarded to the children equally regardless of whose name the account may be in. For example, if O.E.D. has \$25,000 remaining in his account and E.P.D. has \$5,000 remaining in her account after each has completed their post-high school education, the total amount of \$30,000 shall be divided equally between the parties' two children, resulting in E.P.D. receiving \$15,000 and O.E.D. receiving \$15,000 of the remaining \$30,000.

64. If financially able, parents shall share uncovered post-high school/college expenses through age 26 or upon graduation with a bachelor's degree, whichever is earlier. This may include: tuition, room/board, books, other mandatory school fees, medical/dental insurance and expenses. Parents shall share travel costs between college and home if the parents live

in the same state and the child is visiting both parents. The parents shall coordinate summer and holiday travel with the children beyond age 18. If there is a conflict, Patrick has first priority in odd years and Bonnie has first priority in even years.

ESTATE PLANNING FOR CHILDREN AND LIFE INSURANCE

65. The parties shall dissolve family trusts and create individual trusts within one month of finalizing the divorce decree, and either (1) maintain a life insurance policy in a reasonable amount based on their annual earnings OR (2) maintain the children as equal beneficiaries of their estate in a reasonable amount as determined by the parties. The cost for dissolving the trust shall be split equitably.

ALIMONY

66. Both parties are capable of supporting themselves. As such they agree that alimony shall be waived and forever barred. In lieu of alimony, Patrick agrees to the payment stipulations in Child Expenses and Tuition.

REAL PROPERTY AND OTHER ORDERS

67. During the course of the marriage the parties acquired the following properties:

a. Skyline Property: Patrick shall be awarded the Skyline Property. Patrick shall assume the loan on the home and Patrick shall be awarded the home free and clear of any interest of Bonnie. Patrick shall immediately begin the assumption process and use best efforts to have the process completed within 120 days from the

date of the Decree of Divorce. If Patrick cannot assume the mortgage as of the above date, he agrees to refinance within 60 days. If he is unable to refinance, the Skyline house will be listed for sale by Jan 31, 2027. Regardless of assumption or refinance status, Patrick shall be solely responsible for the payment of the mortgage as of August 1, 2026. Patrick will not to sell the home for one year as of the date of assuming the mortgage. After the one year period mentioned above, Patrick alone would receive all proceeds from the sale of the property free and clear of any claim by Bonnie. If selling the home within the one year period becomes necessary, Bonnie has a vested interest in the profit of that selling event, and will use a mediator to determine a fair cost and profit sharing outcome.

- i. The parties have a joint court finding against a former contractor for significant damage and theft. The parties will equally share any funds that are recouped from the former contractor, at any point in the future, minus any costs incurred to procure the funds. Both parties shall cooperate in any legal matter involving reclaiming these funds. In the event of a settlement, the parties will share share equally the costs associated with the pursuit of these funds, up to the amount of the settlement. Any out of pocket costs incurred in pursuing collection on the judgement will be reimbursed to the paying party from the collected funds before they are then distributed equally.

- b. The parties shall use the average value of recent appraisals for the Skyline home, and the Skyline house will be valued at \$2,684,167.00. The equity from the house shall be accounted for in the division of the financial assets belonging to the parties.
- c. 9th East Home: The parties shall sell the 9th East Property using their realtor, Amanda King, unless both parties agree to a different realtor. The property was listed for sale on June 23, 2026. To facilitate listing the property, joint funds were used to to repair and return the home to the state it was in before Patrick's occupancy, facilitating the best condition for selling. Additional repairs or costs, such as staging or ongoing maintenance, as deemed necessary by the realtor, will be split equally with reimbursements to be paid within 30 days of the sale of the house.
- d. Bonnie shall move out of the Skyline home no later than Jan 1, 2027 or 120 after removal from at least one of the two mortgages, whichever comes later.
- e. Starting August 1, 2026 until Bonnie moves out, Bonnie shall pay Patrick rent of \$4600.00. Bonnie will pay Patrick rent of \$4,600.00 (roughly the cost of interest, insurance, and taxes) per month due on the first of every month starting the first month after the signing of the divorce decree.

- f. Bonnie has paid half of the pro-rated property taxes on the Skyline house through July 2026. This is included in the asset division spreadsheet as a liability and shall be balanced by other marital assets.
- g. The parties shall equally share the tax benefits of owning the Skyline house (e.g. interest deductions) through the signing of the divorce decree, after which Patrick will get the benefit as the home owner.
- h. Costs (e.g. mortgage, insurance, taxes) and tax benefits shall be shared equally for the 900 E home from Jan 1, 2026 until the time when it is sold
- i. Bonnie shall hand off the Skyline house in the same condition it was in as of the separation date. As shared funds were used to clean and repair and Patrick's primary occupied home, the same may be done for Skyline if deemed necessary, or in other words, to share the costs 50/50.
- j. Bonnie is in the process of purchasing a home in Salt Lake City. That property and all loans and liabilities associated with that property will be awarded to Bonnie free and clear of any interest from Patrick. Bonnie is using marital funds from AMEX HYSA 4098. Any funds used in the purchase of the home including a downpayment and any fees will be considered cash assets being awarded to Bonnie in the equitable distribution of assets.

Bank, Retirement, Investment and Brokerage Accounts

68. Financial Accounts: The parties have acquired financial and investment accounts during the marriage which shall be divided equitably in full consideration of all shared property and assets. The value of the accounts shall be assessed on the date of the signing of this decree, and divided as follows:

a. Patrick shall be awarded the following accounts free and clear of any interest of Bonnie subject to the offsets outlined herein:

- i. Patrick HYSA 8815
- ii. Patrick Fidelity Cash 667
- iii. Patrick Dell EMC Fidelity 401k 667
- iv. Patrick Checking 7908

b. Bonnie shall be awarded the following accounts free and clear of any interest of Patrick subject to the offsets outlined herein:

- i. Patrick HY 8712
- ii. AMEX HYSA 4098 - CFLT stock
- iii. Bonnie Savings BoA 8228
- iv. Joint Checking 3515
- v. Bonnie Checking 3737
- vi. Patrick ML IRA 8594
- vii. Patrick Roth 3777

- viii. Bonnie ML IRA 4557
- ix. Bonnie ML Rollover IRA 6455
- x. Bonnie ML Roth 3776
- xi. Bonnie 401k - Fidelity 363
- xii. Bonnie 401k Dandy (Fidelity)

c. The parties will split equally the following accounts, free and clear of any interest

d. of the other subject to the offsets outlined herein.

i. The value of the accounts shall be taken on the day of signing the decree.

ii. Patrick and Bonnie will provide written permission to modify managed accounts, and a copy of the signed decree, within 5 business days to their Merrill Lynch advisor. They further agree to provide any other permissions or paperwork within 2 business days upon request, so as to facilitate the equal distribution of the assets, and to avoid unwanted selling of the assets.

iii. Patrick shall execute a *Transfer Incident to Divorce* for “ML IRA 3779” within 30 days of the finalization of the divorce with the stated percentage going to Bonnie. He will provide documentation of the value of the account as of the date of signing to validate the values.

iv. Patrick will to transfer (or to sell and transfer the cash value after tax) the “eTrade210” shares or equivalent cash to Bonnie within the same time period. Patrick further agrees to provide a full statement of the account to Bonnie before and after the transfer to validate the values.

1. Patrick ML IRA 3779 - 50% to Bonnie and 50% to Patrick
2. Patrick eTrade 210 - 50% to Bonnie and 50% to Patrick
3. ML 3775 - 50% to Bonnie and 50% to Patrick
4. ML 7367 - 50% to Bonnie and 50% to Patrick

e. Bonnie is using marital funds in the purchase of a home. All funds used in the purchase of the home including earnest money, downpayment, and fees will be accounted for as cash awarded to Bonnie in the equitable division of assets

f. In addition to the above listed accounts, Patrick shall pay Bonnie \$207,797 in cash. Bonnie agrees to receive these funds within 30 days of the sale of the 9th East home. Bonnie is entitled to the amount regardless of the sale of the home, and the amount has been determined by the equitable division of joint non-taxed assets and is not dependent on the sale price of the home. If the 779s home has not been sold in four months from the signing of this decree, the parties agree to document a plan for payment of these funds to Bonnie within the following 6 month period. If

the parties cannot agree to a plan, then they mutually agree to utilize mediation and share the cost.

69. Stock Shares: Each party shall retain their unvested restricted stock units (“RSU”) and unvested Incentive Stock Options (“ISO”) stock options free and clear of any claim by the other party.

70. Skyline Tax Liability: Patrick and Bonnie shall share the tax liability for the Skyline home through July 2026. It is reflected in the asset division as a negative asset attributed to Patrick and offset by other assets. Patrick will pay the full 2026 tax liability in November 2026.

Vehicles

71. Bonnie shall maintain ownership of the Tesla free and clear of any interest of Patrick subject to an equitable division of the assets. A transfer of title shall be completed by both parties within thirty days of the finalization of the divorce.

72. Patrick shall be awarded the Rivian free and clear of any interest of Bonnie, subject to an equitable division of the assets.

73. The parties’ children drive a VW Tiguan. The parties will maintain joint ownership, with both names on the title, and share responsibility of the VW Tiguan for usage by their child(ren) when they come of driving age. The custodial parent has first right of access to

the car for usages related to family activities and limited personal use as necessary. The children's car maintenance, repair, gas, winter tires, and state required minimum insurance coverage will be shared and split equitably. The Tiguan is expected to remain in use for the children until the youngest child graduates from high school, and at that time, both parents mutually agree to sell the car and split the proceeds unless another mutual written agreement is reached. If it becomes necessary to replace the children's car, the parents will purchase a mutually agreed upon car and split the ownership and cost according to the child expenses agreement, unless another mutually agreed upon option is chosen. The parties will maintain a tracking device in the car that both parents have access to for purposes of safety and location tracking of children. Patrick agrees to add Bonnie to the title within thirty days of the finalization of the divorce.

Furniture and Furnishings

74. The parties have acquired numerous pieces of furniture and furnishings during the marriage which shall be divided. The parties have agreed to value the property in the Skyline Home at \$20,000.00 and Patrick will pay Bonnie \$10,000 for her share of the property. This \$20,000.00 sum is accounted for in the asset division attached with the parties' financial accounts above. All other property will be divided as identified on the personal property list below.

Personal Property

75. The parties shall be awarded their premarital personal property free and clear of any interest of the other party. The parties shall be awarded any gifts received from the other party including but not limited to their wedding rings.

76. The following household items will be awarded to Patrick free and clear of any interest of the other party:

Extendable Ladder	Garage
Car Charger	Garage
Ikea shelving	mud room
Console table	mud room
Island Stools	kitchen
Dining Table	Kitchen
Dining chairs	Kitchen
Rug under dining table	Kitchen
shelve/desk thing	reading nook
Rug	reading nook
Piano	Front room
Side table between the 2 chairs	Front room
Coffee table	Front room
Sofa	Front room
end tables next to sofa (wood)	Front room (old)
pillows on sofa	Front room
clock above piano	Front room
Small metal console table	Entry way
Bench	Entry way
console table	office
Sofa and pillows	office

swivel chairs	living room
sound system	living room
art tv	living room
leather ottoman	living room
sectional	living room
Pillows on sofa and swivel chairs	living room
Console table behind sofa	living room
Lamp on console table	living room
Lamps above art work	Main floor
Dresser	basement guest room
Fold out sofa	basement guest room
foosball table	Basement TV room
Coffee table	Basement TV room
All major appliances: washers, dryers, fridge, freezer, ovens, mini fridge, microwave etc	All
Cotton candy machine and supplies	Basement Storage
bench, weights, and mat	Basement bedroom
Sofa	Basement
Rug	basement
leather ottoman/bench	basement
Painting on stairs	Stairs
Bookshelf	Upstairs common area
King mattress	Bedroom
Nightstands	Bedroom
Weber Grill	Outside

Traeger smoker	Outside
Rug	Outside
Sofa	Outside
Wicker looking chairs x2	Outside
All pool supplies	Outside
big wooden table and chairs from CA	shed
Cornhole and other outdoor games	shed
Large outdoor umbrella	Outside
Hammock	Outside
Shelving in the garage and storage rooms	Throughout
All tools	Throughout
Ladders, hoses, shovels, and other outdoor supplies	Throughout
Bidet attachment in master bathroom	Master Bath
Extra folding chairs	Basement Storage
Foldable tables	Basement Storage
front patio furniture	Front Patio
All other items at skyline residence	Throughout
Patterned wool rug and pad	Upstairs landing
Sectional sofa	downstairs
Patio table, umbrella and chairs	outside

77. The following household items will be awarded to Bonnie free and clear of any interest of the other party:

leather chair (1 of set)	reading nook
Lamp behind beige chair	reading nook
end table next to sofa (gold and glass)	Front room (new)
Lamps on end tables	Front room

Console table under large painting	Front room
Painting above fireplace	Front room
Painting above console table	Front room
Large wool Rug	Front room
art desk	office
Yellow Chair	Basement
Lamp	Basement
leather Chair (2 of set)	Upstairs common area
End table	Upstairs common area
Blue chair	Bedroom
Wooden upright dresser	Bedroom
Master bed and everything that goes with it	Bedroom
Dresser	Bedroom
Art above dresser	Bedroom
Rug	Bedroom
Yellow chair	Bonnie Office
All other furniture in Bonnie's office	Bonnie Office
Fire pit table	Outside
One set of patio furniture stored in the shed	shed
Propane Heater	Outside
Select glasses and various kitchen items at Bonnie's discretion	Kitchen and wet bar
Select decor, plants, etc as long as not otherwise listed at Bonnie's discretion	Throughout
small ball lamp in the living room, the gold table lamps (2) and the curved floor lamps (2). You can keep the straight floor lamp, the three circle lamp, and all other table lamps (4+).	Throughout
Select home decor, kitchen items, wet bar items at Skyline home at Bonnie's discretion	Throughout

Gas grill	900E
Large TV	900E
One Queen mattresses, frames, white nightstands and assorted items for the kids rooms	900E
Misc throw blankets and pillows (leaving sets for couches)	Throughout
Bedding for king bed, including 2 sheet sets, pillows, blankets and four towels	bedroom
Bedding for the kids beds - including 2 sheet sets, pillows, blankets and four towels	bedrooms
Queen mattress (extra is in basement)	weight room
Misc crafting and art supplies	Throughout
Misc bed laundry hampers, drying racks and storage bins	bedrooms
Chaise & rug	Primary bedroom
Bed bench	Primary bedroom
Large TV & accessories	basement

78. The children have the right to move furniture between each parent's homes at their discretion

TAXES

79. Each parent shall claim one child so long as the child qualifies as a dependent.

When only one child qualifies as a dependent, the party who earns the lower income shall claim the child the first year and thereafter alternate until they no longer qualify as an exemption.

80. As per the advice of their mutual Tax Advisor, the parties have individually filed 2025 tax extensions and will file separately as Heads of Household for the 2025 tax year

before the extension deadline. Each party may claim the mortgage tax deduction for the home they primarily inhabited through the year in which the divorce is finalized.

81. Excluding specific offsets discussed herein, each party shall be liable for their own tax responsibilities, including additional or unknown taxes and fines levied now or in the future for the 2025 and 2026 tax years (if applicable).

ADDITIONAL PROVISIONS

Maiden Name

82. Bonnie shall have the ability to restore her maiden name of **Pontius** should she so desire.

Attorney Fees

83. Each party shall pay his or her own attorney fees relating to the settlement of this case and any final documents related to the same.

No Harassment

84. Both parties shall be ordered to follow a mutual restraining order requiring the parties to be civil with one another and prohibiting the parties from stating anything disparaging of the other party on social media or publicly. The parties should be restrained from contacting the other's employer or customers concerning the other party.

Cooperation and Execution of Documents

85. The parties shall fully execute whatever documents are necessary for the implementation of the terms of the Agreement and the subsequent terms set forth in the Decree of Divorce.

86. Shall a party fail to execute documents, the other party is required to bring a motion to enforce a provision, the court may appoint another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. The disobedient party shall also pay the reasonable attorney costs and fees as a result of the enforcing party having to bring the matter before the Court.

Waiver of Discovery, Trial, Valuations, Tax, and Acceptability

87. The parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and 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 upon representations of the mediator in any way in the determination of the acceptability of this agreement, the valuation of the assets or obligations, or the tax implications of the terms herein.

88. The parties have had 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.

Tax Advice

89. The parties acknowledge that their attorneys are not accountants and do not render any tax advice to the parties as to the terms or tax consequences of this agreement. Any tax provisions accounted for herein are not as a result of the parties' reliance on their respective legal counsel or the mediator, and the parties acknowledge they are relying upon these implications of their own free will.

Fair Settlement Disclosure

90. Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms herein voluntarily and of their own free will, and that he or she does so free from any undue influence, threat, or duress. Each party has independently assessed the values of the vehicles and properties.

91. The parties represent they have fully disclosed all property, accounts, and marital property. Should any undisclosed accounts be discovered, the undisclosed account shall be awarded in their entirety to the party to which the disclosure was not made. By signing the Agreement, both parties have waived his or her right to further discovery under the Utah

Rules of Civil Procedure. Both parties are fully informed, understand, and acknowledge that, in signing the Agreement the case will be fully, completely and finally settled.

92. A final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

Miscellaneous Provisions

93. Both parties warrant that they execute this document voluntarily and of their own free will and choice.

94. Each Party warrants that they are not being coerced and are not subject to undue influence, duress, coercion, or impairment when executing this document.

95. The agreement and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

96. The Court finds if any term, paragraph, or provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

97. The stipulation of the parties is effective on the date signed by all parties. The Agreement resolves all issues pending between the parties, except and unless specifically reserved herein. Both parties acknowledge the jurisdiction of this court and consent thereto.

98. A final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

No Construction Against the Drafter.

99. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation and Settlement Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

As authorized by Rule 101(a) of the Utah Rule of Civil Procedure and Utah Code, Section 78B-18a-106, we declare under criminal penalty under the law of Utah that we have read, understood, and agree to be bound by the foregoing and that the foregoing is true and correct.

[END OF ORDER AS INDICATED BY DATE AND SEAL AT TOP OF FIRST PAGE]

Approved as to form:

/s/Sade A. Turner
Sadé A. Turner
Attorney for Respondent
Electronically signed with permission
Dated this August 24, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this day of August, 2026 a true and correct copy of the foregoing DECREE OF DIVORCE were sent to the following via electronic mail:

Sadé A. Turner
Attorney for Respondent

 /s/Amy Anderson