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**THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH  
450 South State Street, Salt Lake City, Utah 84111**

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*In the Matter of the Marriage of:*

KRISTEN TAYLOR D'ACQUISTO,

Petitioner,

and,

ANDREW D'ACQUISTO,

Respondent.

DECREE OF DIVORCE

Case No. 264903582

Judge: Teresa Welch

Commissioner: Russell Minas

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This matter comes before the Court on Petitioner's *Motion for Entry of Decree of Divorce*. Having previously entered its Findings of Fact and Conclusions of Law, it is now:

DECREED, ORDERED AND ADJUDGED

The Parties are granted a Decree of Divorce, the same to become final and absolute upon entry hereof.

ARTICLE I - PARTIES, APPEARANCE, AND PURPOSE

1. Kristen Taylor D'Acquisto ("Kristen") and Andrew D'Acquisto ("Andrew") enter into this Stipulation voluntarily to resolve all issues arising from the dissolution of their marriage.

2. If Andrew has not previously entered an appearance, his signature on this Stipulation constitutes his entry of appearance and submission to the jurisdiction of this Court.

3. The parties ask the Court to approve this Stipulation, incorporate it into the Decree of Divorce, and grant such other relief as is equitable and just.

#### ARTICLE II - MARRIAGE, RESIDENCY, SEPARATION, AND GROUNDS

4. The parties were married on June 29, 2008, in Hesperus, La Plata County, Colorado.

5. The parties separated on October 1, 2025.

6. At the time this action was filed, both parties had resided in Salt Lake County, Utah, for at least 90 days. Utah has jurisdiction over the marriage and over the custody and parent-time issues addressed herein.

7. The marriage is irretrievably broken due to irreconcilable differences. The parties have resolved all issues by agreement and request that the court approve their agreement without a contested trial.

#### ARTICLE III - MINOR CHILD AND JURISDICTION

8. The parties are the legal parents of one Minor Child, SND (DOB 08/2015).

9. Since the parties' separation, the Minor Child has resided approximately equally with both parents in Salt Lake County, Utah. The parties represent that no other person claims

custody, child-support, or parent-time rights concerning the Minor Child, and that no other proceeding addressing those issues is pending or completed in another court or agency.

10. Any nonpublic identifying information concerning the Minor Child shall be provided to the Court only on the required nonpublic forms and shall not be included in the public version of this Stipulation.

#### ARTICLE IV - LEGAL AND PHYSICAL CUSTODY

11. The parties shall have joint legal custody and joint physical custody of the Minor Child. The parties shall have joint legal custody and joint physical custody, with equal parent time, subject to holidays, vacations, and mutually agreed adjustments.

12. Each parent shall make routine, day-to-day decisions during that parent's custodial time. Either parent may make an emergency decision affecting the Minor Child's health or safety and shall inform the other parent as soon as reasonably possible.

13. The parties shall share responsibility for major decisions involving education, nonemergency medical, dental, vision, counseling or mental-health care, and significant extracurricular activities. They shall consult in good faith before making such decisions, except in an emergency.

#### Regular 2-2-5-5 Schedule

| <b>Week</b> | <b>Mon</b> | <b>Tue</b> | <b>Wed</b> | <b>Thu</b> | <b>Fri</b> | <b>Sat</b> | <b>Sun</b> |
|-------------|------------|------------|------------|------------|------------|------------|------------|
| <b>1</b>    | Kristen    | Kristen    | Andrew     | Andrew     | Kristen    | Kristen    | Kristen    |
| <b>2</b>    | Kristen    | Kristen    | Andrew     | Andrew     | Andrew     | Andrew     | Andrew     |

14. The regular schedule repeats every two weeks. Holiday and vacation provisions supersede the regular schedule.

15. The parties may agree in writing to temporary adjustments for work conflicts, school activities, family emergencies, special events, or visits from extended family. Temporary flexibility does not permanently modify the court-ordered schedule.

#### ARTICLE V - HOLIDAYS, SCHOOL BREAKS, VACATIONS, AND BIRTHDAYS

16. Holiday parent-time supersedes the regular schedule. Unless a specific provision states otherwise, a school-break holiday begins when the Minor Child is released from school immediately before the break and ends when school resumes. If school is not in session, the parties shall use 9:00 a.m. as the exchange time unless they agree otherwise in writing.

| <b>Holiday / Break</b>     | <b>Kristen</b> | <b>Andrew</b> | <b>Timing / Notes</b>                                                       |
|----------------------------|----------------|---------------|-----------------------------------------------------------------------------|
| Spring Break               | Even years     | Odd years     | School release through return to school.                                    |
| Mother's Day               | Every Year     | -             | 5:30 p.m. the day before through 8:30 p.m. Sunday, unless agreed otherwise. |
| Father's Day               | -              | Every year    | 5:30 p.m. the day before through 8:30 p.m. Sunday, unless agreed otherwise. |
| Fall Break                 | Odd Years      | Even Years    | School release through return to school.                                    |
| Thanksgiving Break         | Even Years     | Odd Years     | School release through return to school.                                    |
| Winter Break – First Half  | Odd Years      | Even Years    | School release through December 27 at 12:00 noon.                           |
| Winter Break – Second Half | Even Years     | Odd Years     | December 27 at 12:00 noon through return to school                          |

17. Other Holidays and School Closures. Any holiday not specifically addressed above shall follow the parties' regular 2-2-5-5 parenting-time schedule. For school holidays,

teacher workdays, non-school days, and other scheduled school closures that immediately adjoin a parent's regularly scheduled weekend parenting time, the following School Holiday Adjoining Regular Weekend Parenting Time provisions shall apply:

**School Holiday Adjoining Regular Weekend Parenting Time**

When a school holiday, school closure, or non-school day immediately precedes or follows a parent's regularly scheduled Saturday/Sunday parenting-time weekend, the adjoining school-holiday day shall be considered an extension of that parent's regular weekend parenting time.

**Monday Holidays:** If Monday is a school holiday, school closure, or other scheduled non-school day immediately following a parent's regularly scheduled Saturday/Sunday parenting-time weekend, the parent who has parenting time with the Minor Child on Saturday and Sunday shall also have parenting time with the Minor Child on Monday.

**Friday Holidays:** If Friday is a school holiday, school closure, or other scheduled non-school day immediately preceding a parent's regularly scheduled Saturday/Sunday parenting-time weekend, the parent who has parenting time with the Minor Child on Saturday and Sunday shall also have parenting time with the Minor Child on Friday.

This provision shall apply to all school holidays and school closures, including but not limited to federal holidays, teacher workdays, professional development days, and other days on which the Minor Child's school is not in session.

This provision shall apply equally to both parents. The purpose is to allow the parent already exercising the associated weekend parenting time to retain parenting time through the adjoining school holiday and to minimize unnecessary exchanges between households.

The adjoining school-holiday day shall be treated as an extension of the applicable weekend parenting time and shall not be considered a separate holiday parenting-time period unless otherwise specifically provided in this Agreement or mutually agreed upon by the parties.

18. Each parent may take one vacation period of up to 10 consecutive days during summer break, coordinated around that parent's existing custodial period when reasonably possible. The parent shall provide at least 30 days' advance notice whenever possible. Exceptions may be made by written agreement.

19. A parent wishing to extend a listed holiday for travel may request a total travel period of up to 10 days. The parties shall confer at least 30 days in advance, when possible, regarding any necessary schedule adjustment and make-up time.

20. If the Minor Child's birthday falls during one parent's custodial time, the other parent shall be permitted a reasonable celebration period, when practical, provided the visit does not unreasonably interfere with school or scheduled activities.

21. Each parent may request a reasonable period with the Minor Child on that parent's birthday when the birthday falls outside that parent's regular custodial time. The requesting parent shall provide at least 14 days' notice and the parties shall minimize disruption to school and activities.

#### ARTICLE VI - EXCHANGES, TRANSPORTATION, AND PERSONAL EFFECTS

22. When school is in session, regular exchanges shall occur at school release. When school is in session, regular exchanges shall occur at school release. When the Minor Child begins attending junior high school, the parties acknowledge that her school release time may occur before the end of Kristen's contractual workday with Granite School District. In that event, reasonable alternative after-school arrangements may be necessary during Kristen's parenting time, including an after-school program, care by another appropriate caregiver, or, by mutual agreement, Andy picking the Minor Child up from school until Kristen is available. Any such after-school arrangement is intended solely to accommodate school and work schedules and shall not, by itself, constitute a change in the parties' parenting-time allocation, custody schedule, or regular exchange schedule. Andy's pickup or temporary care of the Minor Child during Kristen's parenting time shall not create an automatic or continuing right to additional parenting time

unless the parties separately agree in writing to modify the schedule. The parties shall cooperate in making reasonable arrangements that consider the Minor Child's age, needs, school schedule, activities, and the parties' work obligations. When school is not in session, regular exchanges shall occur at 9:00 a.m., unless otherwise agreed to in writing by the parties.

23. The parent beginning a custodial period is responsible for picking the Minor Child up from school or from the other parent's residence, as applicable, unless the parties agree otherwise.

24. A reasonable grace period of 15 to 30 minutes shall be allowed for an exchange before a delay is treated as a violation, provided the delayed parent communicates as soon as reasonably possible.

25. Each parent shall return clothing, school materials, sports equipment, medication, and other personal items that accompanied the Minor Child at the beginning of the custodial period. Exchanges shall not be limited to curbside transfers; a parent or authorized person may accompany the Minor Child to the other parent when appropriate.

26. The parties shall reasonably accommodate work-related transportation conflicts. Kristen's early school-work schedule may require before-school care unless Andrew is available and willing to provide it. When the Minor Child begins sixth grade at Churchill Junior High, Kristen will be responsible for transporting the Minor Child directly to school during Kristen's custodial days. This paragraph reflects a current logistical plan and may be adjusted by written agreement without changing the underlying custody schedule.

#### ARTICLE VII - EDUCATION, COMMUNICATION, RECORDS, AND CONDUCT

27. the Minor Child shall remain in her current school and feeder pattern unless the parties agree otherwise in writing or the Court orders otherwise.

28. Both parents may communicate with school personnel, attend school events, access school records, and check the Minor Child out of school in accordance with school policy. The parties shall make major educational decisions jointly. If the parties cannot reach an agreement after good faith discussion and mediation, either party may seek court intervention.

29. Both parents shall have equal access, as permitted by law, to the Minor Child's educational, medical, dental, vision, counseling, childcare, extracurricular, and governmental records and may consult directly with providers.

30. The parties shall communicate respectfully and cooperatively concerning scheduling, school, health care, extracurricular activities, travel, and other significant matters. Communication may occur by text, email, or another mutually agreed platform.

31. Neither parent shall disparage the other parent in the Minor Child's presence or permit third parties to do so. Neither parent shall use the Minor Child to carry hostile messages or involve her in adult financial or legal disputes.

32. The Minor Child may communicate with either parent whenever she reasonably chooses. Each parent shall provide age-appropriate assistance and privacy and shall not interfere with or monitor those communications, except as reasonably necessary for safety.

#### ARTICLE VIII - TRAVEL BY A PARENT AND TRAVEL BY THE MINOR CHILD

33. Either parent may travel with the Minor Child during that parent's custodial time. A parent traveling outside Utah with the Minor Child for more than two consecutive overnights shall provide the other parent, as soon as reasonably practicable and preferably at least 14 days in

advance, with the destination, travel dates, emergency contact information, and method of transportation if reasonably available.

34. For extended travel, the traveling parent shall provide the duration, itinerary or general locations, and reliable contact information. In an emergency, the parent shall provide as much notice as circumstances permit.

35. If either parent expects work travel to affect the custody schedule, that parent shall provide at least 30 days' notice when possible. The parties shall make reasonable arrangements for care and make-up time intended to preserve the overall 50/50 schedule.

36. The source document directed that the generic provision authorizing the Minor Child to travel alone or with groups be omitted. Accordingly, any travel by the Minor Child without either parent shall require the prior approval of both parents, except for ordinary school or team activities already jointly approved.

#### ARTICLE IX - CHILD CARE, RIGHT OF FIRST REFUSAL, AND RELOCATION

37. Each parent is responsible for arranging appropriate child care during that parent's custodial time. An approved provider may be a licensed provider, a relative, friend, or neighbor, or another responsible person over age 15 with appropriate experience.

38. If a parent requires non-parent child care for more than eight consecutive hours during that parent's custodial time, that parent shall first offer the other parent a reasonable opportunity to provide care. The other parent may accept or decline and is not obligated to provide care. A parent's general availability, including school breaks or nonwork days, does not create an automatic childcare obligation during the other parent's time.

39. Child care required for a parent's personal reasons shall be paid entirely by that parent unless otherwise agreed. Approved employment-, career-, or occupational-training-related childcare expenses shall be shared equally, subject to documentation under Article XIV.

40. A parent intending to relocate more than 15 miles from the Minor Child's current school shall provide written notice at least 60 days before the anticipated move whenever reasonably possible. Such a move shall trigger a review of the parenting schedule, review of transportation responsibilities, and shall comply with all applicable Utah notice requirements.

#### ARTICLE X - DISPUTE RESOLUTION AND MODIFICATION

41. The parties shall first discuss any child-related disagreement in good faith and attempt to reach a solution based on the Minor Child's best interests.

42. Before requesting court intervention on a nonemergency parenting dispute, the parties shall attempt counseling, mediation, or another mutually agreed dispute-resolution process, unless such process is unavailable, unsafe, or inappropriate.

43. This Parenting Plan remains in effect until modified by a later court order. Temporary written adjustments do not constitute a permanent modification.

#### ARTICLE XI - CHILD SUPPORT

44. Based on the Joint Physical Custody Child Support Worksheet using gross monthly incomes of \$6,803 for Kristen and \$6,951 for Andrew, with 183 overnights to Kristen and 182 to Andrew, Andrew shall pay Kristen base child support of \$24.00 per month. The parties shall make payment directly to one another unless otherwise ordered.

45. Child Support; Anticipated ADU Rental Income and Future Review

The parties acknowledge that Kristen anticipates receiving rental income from an internal ADU at the Cottonwood Heights residence. Because the ADU is not yet completed or rented, no rental income is presently attributed to Kristen for child-support purposes.

Once rental income is received, the income attributable to the ADU shall be determined in accordance with Utah Code § 81-6-203 and other applicable Utah law, taking into account actual rental receipts and documented, reasonable, and necessary expenses attributable to making, maintaining, financing, and operating the rental, to the extent such expenses are properly considered under Utah law.

The parties may thereafter recalculate child support using their then-current incomes and the properly determined net rental income. Any modification shall be made in accordance with the Utah Child Support Guidelines and applicable statutory requirements.

**Income Method Used for the Current Calculation**

| <b>Income Item</b>                            | <b>Andrew</b>                                           | <b>Kristen</b>                   |
|-----------------------------------------------|---------------------------------------------------------|----------------------------------|
| 2024 gross income                             | \$99,965                                                | -                                |
| 2025 gross income                             | \$97,774                                                | -                                |
| 2026 Projected / current income used in draft | \$69,039<br>projected / current income<br>used in draft | \$81,638<br>2026 Contract Salary |
| Andrew average of 2025 and projected 2026     | \$83,406                                                | -                                |
| Monthly income on filed worksheet             | \$6,951                                                 | \$6,803                          |

46. For future reviews, Andrew's income shall be supported by tax returns, 1099s, commission records, booked orders, and other reasonably necessary records. Kristen's income shall be based on her current gross contract or employment income at the time of review. Both parties shall provide complete and provide accurate information.

47. The parties intend to review child support every two years. Any modification shall comply with then-current Utah law, including applicable statutory review periods and material-change requirements. Either party may seek an earlier review upon a substantial change in custody, income or earning capacity, the Minor Child's needs, or another legally recognized circumstance.

48. Each party shall notify the other within 30 days of a material change in income. If a recalculation changes the obligation, the parties shall cooperate in filing the appropriate stipulation or motion; an informal calculation alone does not modify the court order.

#### ARTICLE XII - TAX DEPENDENCY BENEFITS

49. Kristen may claim the Minor Child as a dependent and claim all associated child-related tax benefits in odd-numbered tax years. Andrew may claim the Minor Child in even-numbered tax years, beginning with Andrew's claim for tax year 2026, provided the claiming parent is legally eligible and current on any obligations required by law.

50. Each parent shall timely execute any form reasonably required to implement the agreed alternating claim, to the extent permitted by federal and state tax law.

#### ARTICLE XIII - HEALTH, DENTAL, AND VISION COVERAGE

51. Kristen shall maintain medical, dental, and vision coverage for the Minor Child through her employer while reasonably available. If both parents maintain coverage, Kristen's coverage shall be primary and Andrew's coverage secondary unless the insurers require otherwise.

52. While Andrew remains enrolled under Kristen's employer-sponsored family plans, Andrew shall reimburse Kristen for his insurance portion and 50% of the Minor Child's coverage. See figures:

**Andy's August 2026 Contribution**

This calculation assumes that during August:

Medical and dental remain at the Family rate.

Andy is covered under medical and dental.

Andy has opted out of vision.

Andy pays the full incremental cost of his own coverage, plus one-half of the Minor Child's incremental coverage cost.

| <b>Benefit</b>             | <b>Current monthly premium</b> | <b>Premium without Andy</b>    | <b>Cost attributable to Andy's coverage</b> | <b>The Minor Child's incremental cost</b> | <b>Andy's 50% of the Minor Child's cost</b> | <b>Any owes for August</b> |
|----------------------------|--------------------------------|--------------------------------|---------------------------------------------|-------------------------------------------|---------------------------------------------|----------------------------|
| Medical                    | Family: \$294.11               | Employee + Child: \$88.84      | \$294.11 - \$88.84 = \$205.27               | \$88.84 - \$45.56 = \$43.28               | \$21.64                                     | \$226.91                   |
| Dental – High PPO          | Family: \$126.00               | Two-Party: \$73.00             | \$126.00 - \$73.00 = \$53.00                | \$73.00 - \$39.00 = \$34.00               | \$17.00                                     | \$70.00                    |
| Vision                     | Two-Party: \$6.82              | No change after Andy's removal | \$0.00                                      | \$6.82 - \$3.52 = \$3.30                  | \$1.65                                      | \$1.65                     |
| Total Andy Owes for August |                                |                                | \$258.27 for his coverage                   |                                           | \$40.29 for half of the Minor Child         | \$298.56                   |

53. After Andrew obtains separate coverage and is removed from Kristen's plans, Andrew shall no longer contribute towards family coverage. The parties shall then share equally the employee-paid incremental premium attributable to the Minor Child, calculated by comparing the employee-only premium with the premium tier required to cover the Minor Child, unless they agree in writing to another reasonable method. See figures below:

### Monthly Contributions After the Divorce

After Andy is removed, Kristen's coverage would be Employee + Child for medical and Two-Party for dental and vision.

| <b>Benefit</b>    | <b>Employee-only monthly cost</b> | <b>Employee + Child / Two-Party monthly cost</b> | <b>Additional Cost to cover the Minor Child</b> | <b>Andy's 50% monthly contribution</b> |
|-------------------|-----------------------------------|--------------------------------------------------|-------------------------------------------------|----------------------------------------|
| Medical           | \$45.56                           | \$88.84                                          | \$43.28                                         | \$21.64                                |
| Dental – High PPO | \$39.00                           | \$73.00                                          | \$34.00                                         | \$17.00                                |
| Vision            | \$3.52                            | \$6.82                                           | \$3.30                                          | \$1.65                                 |
| Monthly Totals    | \$88.08                           | \$168.66                                         | \$80.58                                         | \$40.29                                |

### Consolidated Summary

| <b>Period</b>                      | <b>Andy's own insurance</b> | <b>Andy's half of the Minor Child's insurance</b> | <b>Total Andy pays</b> |
|------------------------------------|-----------------------------|---------------------------------------------------|------------------------|
| August, while Andy remains covered | \$28.27                     | \$40.29                                           | \$298.56               |
| Each month after the divorce       | \$0.00                      | \$40.29                                           | \$40.29                |

After the divorce, Kristen's total monthly payroll contribution for medical, dental, and vision would be \$168.66. After Andy reimburses \$40.29, Kristen's remaining share would be \$128.37 per month, consisting of Kristen's own coverage plus half of the Minor Child's coverage.

54. Kristen shall provide Andrew with reasonable documentation of the Minor Child's medical, dental, and vision insurance coverage, including applicable premium costs and policy information. Kristen shall provide updated coverage information by January 2 of each year, or as soon thereafter as updated benefit information becomes available, and shall notify Andrew within thirty (30) days of any material change in coverage or premium rates.

Each party shall promptly provide the other with any insurance cards, policy information, or other documentation reasonably necessary to obtain benefits or submit claims on the Minor Child's behalf.

The parties acknowledge that insurance premiums may increase or decrease from year to year. If the cost of the Minor Child's medical, dental, or vision coverage changes due to annual benefit elections, employer rate changes, plan changes, or other adjustments, Andrew's reimbursement obligation shall be automatically recalculated using the same agreed-upon formula and the then-current premium rates. Kristen shall provide reasonable documentation supporting the updated rates, including an employer benefits statement, enrollment confirmation, payroll deduction information, or comparable documentation. Any resulting increase or decrease in Andrew's contribution shall take effect beginning with the first month the new premium rates are effective.

Any increase or decrease in Andrew's contribution shall take effect beginning with the first month the new premium rates are effective.

#### ARTICLE XIV - UNINSURED HEALTH EXPENSES, FSA, CHILD CARE, AND OTHER CHILD EXPENSES

55. The parties shall each pay 50% of reasonable and necessary uninsured or unreimbursed medical, dental, orthodontic, vision, prescription, counseling, and mental-health expenses for the Minor Child, including deductibles, coinsurance, and copayments.

56. The paying parent shall provide written verification of the expense and payment within 30 days. The other parent shall reimburse that parent's share promptly and no later than 7 days after receiving sufficient verification, unless the parties agree otherwise.

57. During annual benefit enrollment, the parties may agree on a reasonable amount to be contributed to a health flexible-spending account for the Minor Child's anticipated expenses. If Kristen contributes the agreed amount through payroll on a pretax basis, Andrew shall reimburse 50% of the agreed child-related contribution monthly. The parties shall reconcile actual child-related use of the account upon request and at year end.

58. An elective health expense exceeding \$100 requires the parents' prior written agreement. A parent who incurs such an expense without agreement shall be solely responsible unless the other parent later agrees in writing. Provider-recommended care that is medically necessary to diagnose, treat, correct, or prevent a physical, dental, developmental, or mental-health condition is not elective.

59. Approved employment-, career-, or occupational-training-related childcare expenses shall be shared equally by the parties. Before incurring a childcare expense for which reimbursement will be requested, the parent needing childcare shall first provide the other parent a reasonable opportunity to care for the Minor Child, when practicable. If the other parent is unavailable or declines to provide care, the resulting approved childcare expense shall be shared equally.

The parent incurring the expense shall provide the childcare provider's identity and reasonable written verification of the amount paid and shall notify the other parent within thirty (30) days of any material change in the provider or cost.

60. Significant expenses beyond ordinary support, including substantial extracurricular fees, specialized sporting equipment, and school or team travel, require advance discussion and written agreement. Unless otherwise required by law, an expense incurred without agreement shall be paid by the parent who authorized or incurred it.

#### ARTICLE XV - PUBLIC ASSISTANCE, PERSONAL PROPERTY, AND PETS

61. Neither party has received or is receiving public assistance from the State of Utah.

62. The parties acknowledge that they have substantially divided their marital personal property by mutual agreement.

63. Kristen's personal property remaining in the garage at the Holladay residence is set aside to Kristen and may remain there until September 30, 2026. Kristen shall make reasonable efforts to remove it by the confirmed deadline. Property remaining after the confirmed abandonment deadline may be deemed abandoned unless the parties agree otherwise in writing.

64. Neither party shall intentionally dispose of, damage, conceal, withhold, or interfere with the other party's access to property awarded or set aside to that party.

65. Morphie shall be Andrew's sole property and reside full time at his home going forward. Gigi and Randee shall remain jointly owned by the parties and shall reside with Andrew when the Minor Child is in Andrew's care and shall reside at Kristen's residence when the Minor Child is in Kristen's care, to the extent reasonably practicable and consistent with the dogs' needs. The parties may otherwise mutually agree to alternative arrangements when circumstances warrant.

The parties shall continue to share responsibility for mutually agreed extraordinary expenses related to Morphie, Gigi and Randee, including veterinary care and end-of-life expenses. Each party shall be responsible for the ordinary day-to-day care and expenses of the dogs while the dogs are in that party's care.

If either party is unable to care for Gigi or Randee due to a work-related obligation, emergency, or other circumstance that is not voluntary, the parties shall reasonably coordinate care arrangements and share any mutually agreed necessary boarding or caregiving expenses. However, if a party chooses to travel, take a vacation, or otherwise engage in a voluntarily activity that prevents that party from caring for the dogs, and the other party is genuinely unavailable or unable to provide care, the party whose voluntary plans created the need for alternative care shall be responsible for arranging and paying for any necessary boarding or caregiving expenses. Neither party shall be responsible for such expenses solely because both parties are unavailable when the need for alternative care results from one party's voluntary plans

#### ARTICLE XVI – VEHICLES

| <b>Vehicle</b>                         | <b>Awarded To</b> | <b>Value</b> | <b>Debt / Equity Treatment</b>                                   |
|----------------------------------------|-------------------|--------------|------------------------------------------------------------------|
| 2025 Hyundai Santa Fe VIN ending 5372  | Kristin           | \$30,986.00  | Kristen assumes the Hyundai Finance debt.                        |
| 2017 Chevrolet Silverado 1500 Crew Cab | Andrew            | \$23,400.00  | Paid in full; full value is included as Andrew's vehicle equity. |

66. Each party shall be solely responsible for the loan, taxes, insurance, registration, maintenance, and other obligations associated with the vehicle awarded to that party and shall indemnify and hold the other harmless from those obligations.

67. Vehicle Values Used in Overall Division. The Santa Fe is valued at \$30,986.00 and has an outstanding loan balance of \$19,276.00, resulting in net equity of \$11,710.00 awarded to Kristen. The Silverado is valued at \$23,400.00 and has no outstanding loan, resulting in net equity of \$23,400.00 awarded to Andrew. The full \$11,690.00 difference in vehicle equity is included in the fixed-asset comparison and final joint-savings allocation under Article XX.

#### ARTICLE XVII - FINANCIAL ACCOUNTS AND 2026 TAXES

| <b>Account (last four)</b> | <b>Owner / Type</b>       | <b>Balance in Source</b>     | <b>Treatment</b>                                                                       |
|----------------------------|---------------------------|------------------------------|----------------------------------------------------------------------------------------|
| 2031                       | Joint checking            | \$0                          | The parties have divided this account and it has been closed effective August 1, 2026. |
| 8267                       | Joint savings             | \$118,085.00**               | Included in joint liquid funds and final property equalization.                        |
| 6459                       | Andrew – DTL checking     | \$21,240.97 (as of 08/07/26) | Included in joint liquid funds and final property equalization.                        |
| 9475                       | Andrew – DTL tax savings  | \$5,417 (as of 08/07/26)     | Reserved for 2026 tax obligations under paragraphs 71-73.                              |
| 5328                       | Kristen personal checking | \$2,175.60                   | Retained by Kristen; excluded from equalization subject to                             |

|      |                                              |             |                                                                                                                                                                                                                   |
|------|----------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                              |             | Disclosure.                                                                                                                                                                                                       |
| 3291 | Kristen personal savings                     | \$100.38    | Retained by Kristen; excluded from equalization subject to Disclosure.                                                                                                                                            |
| 6251 | Andrew – Mindful Life Photo checking         | \$564.82    | Included in joint liquid funds and final property equalization.                                                                                                                                                   |
| 6061 | Andrew personal checking                     | \$4,268.13  | Retained by Andrew; excluded from equalization.                                                                                                                                                                   |
| 4249 | Andrew personal savings                      | \$11,401.44 | Retained by Andrew; includes a prior \$7,000 credit that shall not be counted twice.                                                                                                                              |
| N/A  | Kay D’Acquisto savings held by Andrew        | \$2,258.00  | Excluded from the marital estate and liquid-fund division. These funds belong to Kay D’Acquisto and are held by Andrew to help budget her spending and pay her insurance and other large expenses.                |
| N/A  | Roof repair deductible and/or repair reserve | \$6,291.00  | Carved out from joint liquid funds before division and distributed to Kristen to pay the deductible and/or to complete repairs for roof damage incurred during the marriage for the Cottonwood Heights Residence. |

**\*\* Adjusted joint savings balance available for division: \$109,536.00.** This adjusted amount is calculated by subtracting the \$2,258.00 Kay D’Acquisto savings exclusion and the \$6,291.00 roof repair deductible and/or repairs reserve identified in the final two line items of the table above from the \$118,085.00 joint savings balance.

68. Each party shall retain the checking, savings, and other accounts held solely in that party’s name, without further division or inclusion in the marital equalization calculation.

Each party shall provide complete account statements for the agreed disclosure period to the Court, or otherwise as required by applicable disclosure rules or Court order.

The parties agree that an account shall not be subject to inclusion in the marital equalization calculation solely because statements were not provided directly to the other party, so long as the account has been fully and timely disclosed as required. Any account, asset, or funds that are not disclosed in accordance with applicable disclosure requirements remain subject to review and possible inclusion or other appropriate relief.

69. Final Distribution of Joint Accounts. The adjusted joint savings account ending 8267 shall be distributed in the unequal dollar amounts stated in Article XX to equalize the parties' full fixed-asset awards. Any post-tax remainder of DTL tax savings ending 9475 shall then be divided equally as separately stated in this Stipulation. Current account balances shall be confirmed immediately before distribution.

70. The \$7,000 previously transferred into Andrew's personal savings as an equalization for funds Kristen used to pay credit-card debt shall not be counted again as a separate marital asset or credit.

71. Funds in the DTL tax savings account ending 9475 shall remain reserved for federal and state income taxes attributable to tax year 2026 and shall not be used for unrelated personal or business expenses before the 2026 returns are filed.

72. The parties shall cooperate in providing the documents and information reasonably required to prepare and timely file their 2026 federal and state income-tax returns in spring 2027. Any refund attributable to tax year 2026 shall be divided equally. Any liability attributable to tax year 2026 shall also be shared equally after applying the DTL tax savings funds.

73. DTL Tax Savings Account and 2026 Tax Reconciliation

The parties acknowledge that the DTL tax savings account contains funds reserved for payment of income taxes and that Andrew may continue to use the account for legitimate tax-reserve purposes after the divorce.

Funds reasonably necessary to satisfy the parties' agreed 2026 federal and state income-tax obligations, together with any agreed interest, penalties, and reasonable tax-preparation expenses attributable to the 2026 tax year, may be retained in the account until those obligations are determined and paid.

After the parties' 2026 federal and state tax returns are completed and all applicable 2026 tax obligations have been paid or otherwise accounted for, any remaining funds attributable to the 2026 marital tax reserve shall be divided equally between the parties.

Funds attributable solely to Andrew's 2027 post-divorce income and reasonably reserved for his 2027 estimated federal or state taxes shall not be subject to division

Any amount retained for a 2027 estimated-tax obligation shall be supported by reasonable documentation showing the basis and amount of the estimated payment, including an estimated-tax calculation, tax-payment voucher, tax return, tax-preparer documentation, or comparable evidence. The designation of funds as a "tax reserve," standing alone, shall not determine whether those funds are excluded from division.

Any federal or state income-tax refund, overpayment, credit, or other amount resulting from the parties' 2026 taxes that is attributable to marital funds shall be divided equally between the parties. This provision applies whether the overpayment is issued as a cash refund or is elected, credited, or otherwise applied toward Andrew's or Kristen's 2027 or future estimated tax obligations.

Andrew shall provide Kristen with reasonable documentation sufficient to reconcile the 2026 tax reserve, including the relevant year-end account balance, completed 2026 federal and state tax returns, confirmation of tax payments, and documentation of any refund, overpayment, credit, or amount carried forward to a subsequent tax year.

#### ARTICLE XVIII - REAL PROPERTY AND MORTGAGE LOAN ASSUMPTIONS

The parties acknowledge the following agreed values and loan balances:

(Figures and Balances as of 6/24/2026)

| <b>Property</b>              | <b>Appraised Value</b> | <b>Mortgage Balance</b> | <b>Net Equity</b> |
|------------------------------|------------------------|-------------------------|-------------------|
| Holladay Residence           | \$846,000.00           | \$311,565.20            | \$534,434.80      |
| Cottonwood Heights Residence | \$745,000.00           | \$146,317.00            | \$598,683.00      |

The difference in net equity between the two properties is \$64,248.20. The full \$64,248.20 difference is included in the fixed-asset comparison in Andrew's favor under Article XX. The final joint-savings allocation then accounts for this difference together with the vehicle, business-account, and retirement values.

74. Property Awards and Recorded Deeds

The parties confirm that the following properties are awarded as part of their marital property settlement and incident to the dissolution of their marriage:

- a. Holladay Residence: 4373 South 3035 East, Holladay, Utah, is awarded to Respondent, Andrew D'Acquisto, as his sole and separate property.
- b. Cottonwood Heights Residence: 2058 East La Cresta Drive, Cottonwood Heights, Utah, is awarded to Petitioner, Kristen D'Acquisto, as her sole and separate property.

The parties have already executed and recorded Quitclaim Deeds transferring title consistent with these awards. The recorded deeds transferred ownership but did not, by themselves, release either party from liability under the existing mortgage loans.

75. Holladay Residence - Valon Mortgage

Andrew D'Acquisto is awarded sole ownership and possession of the Holladay Residence, subject to the existing mortgage serviced by Valon Mortgage, Inc., loan ending in last 4 digits #1195

Andrew shall be solely responsible for the mortgage and all expenses associated with the property, including principal, interest, escrow, taxes, insurance, assessments, maintenance, and repairs.

Within thirty (30) days after entry of the final Decree, Andrew shall submit the final, judge-signed Decree and all other required documents to Valon Mortgage and formally request:

- a. Approval for Andrew to assume sole responsibility and liability for the existing mortgage loan; and
- b. A written release of Kristen D'Acquisto from all liability under the mortgage note, deed of trust, and related loan documents.

Andrew shall timely provide all documents and information reasonably requested by Valon Mortgage and shall diligently complete the assumption and release process.

76. Cottonwood Heights Residence - Mountain America Credit Union

Kristen D'Acquisto is awarded sole ownership and possession of the Cottonwood Heights Residence, subject to the existing mortgage with Mountain America Credit Union, loan ending in ending in last 4 digits #9548.

Kristen shall be solely responsible for the mortgage and all expenses associated with the property, including principal, interest, escrow, taxes, insurance, assessments, maintenance, and repairs.

Within thirty (30) days after entry of the final Decree, Kristen shall submit the final, judge-signed Decree and all other required documents to Mountain America Credit Union and formally request:

- a. Approval for Kristen to assume sole responsibility and liability for the existing mortgage loan; and
- b. A written release of Andrew D'Acquisto from all liability under the mortgage note, deed of trust, and related loan documents.

Kristen shall timely provide all documents and information reasonably requested by Mountain America Credit Union and shall diligently complete the assumption and release process.

77. Cooperation and Documentation

Each party shall sign and provide any reasonable authorization, lender form, affidavit, or other document required to complete the applicable mortgage assumption and release.

Neither party shall be required to sign a document that creates new financial liability for that party or changes the property division established by this Decree.

Upon request, each party shall provide the other with copies of material lender correspondence, including requests for information, approval notices, denial notices, and final assumption or release documents.

Within five (5) business days after completion, the party awarded the property shall provide the other party with written lender confirmation that the assumption has been completed and that the other party has been released from liability.

78. Responsibility Until Release

Unless and until the applicable lender provides a written release, the party awarded each property shall:

- a. Make every mortgage payment in full and on time;
- b. Keep the property taxes and required insurance current;
- c. Indemnify and hold the other party harmless from all obligations associated with the property and mortgage; and
- d. Promptly notify the other party of any missed payment, default, foreclosure notice, insurance cancellation, tax delinquency, or other event that could affect the other party's credit or financial interests.

The property award and the obligations imposed by this Decree remain effective even while the lender is reviewing the assumption request.

#### 79. Denial of Assumption or Release

If a lender denies an assumption or refuses to release the other party from liability, the party awarded the property shall provide the other party with the lender's written decision within five (5) business days.

The parties shall meet and confer in good faith within fifteen (15) business days to consider reconsideration, additional documentation, alternative financing, or another mutually acceptable resolution.

If the parties cannot agree, either party may ask the Court to determine the appropriate next steps, including additional time, refinancing, sale, or another appropriate remedy.

Until the parties agree otherwise in writing or the Court enters another order, the party awarded the property shall remain solely responsible for all payments, expenses, and obligations associated with that property.

#### 80. Lender Authority

This Decree is intended to provide Valon Mortgage and Mountain America Credit Union with written confirmation of:

- a. The dissolution-related award of each property;
- b. The identity of the spouse awarded each property;
- c. The prior transfer of title through recorded Quitclaim Deeds;

- d. The Court's direction that the spouse awarded each property apply to assume the existing mortgage; and
- e. The parties' request that the lender release the other spouse from liability upon completion of the lender's requirements.

Nothing in this Decree requires a lender, servicer, loan owner, or investor that is not a party to this action to approve an assumption or release of liability. The assumption and release remain subject to the applicable loan documents and the lender's lawful approval requirements.

ARTICLE XIX - RETIREMENT, PROPERTY EQUALIZATION, DEBTS, AND ALIMONY

| <b>Plan</b>                     | <b>Account /<br/>Administrator</b>                      | <b>Balance</b> | <b>Award</b>    |
|---------------------------------|---------------------------------------------------------|----------------|-----------------|
| TIAA-CREF 401(K)                | Ending 1793 / Salt Lake Community College               | \$12,832.00    | Kristen retains |
| PERA Pension                    | Ending 1793 / Public Employee Retirement Administration | \$20,012.00    | Kristen retains |
| Utah Retirement Systems Pension | Ending W917 / Granit School District                    | \$7,602.00     | Kristen retains |
| Total                           |                                                         | \$40,446.00    |                 |

81. Kristen shall retain the retirement accounts listed above. Andrew represents that he currently holds no retirement account.

82. Retirement Value Used in Overall Division. For settlement and equalization purposes only, the parties agree to value Kristen's retirement accounts at 75% of their stated total to account for their tax-deferred and less-liquid character. The adjusted value is \$30,334.50.

Kristen retains the accounts, and the full adjusted value of \$30,334.50 is included on Kristen's side of the fixed-asset comparison and final joint-savings allocation under Article XX.

83. The parties acknowledge that Andrew previously withdrew retirement funds, incurred the associated taxes and penalties, and used the funds toward acquisition of the Arkansas rental property. Because the Arkansas property and its sale proceeds have already been included in the marital estate, the prior retirement withdrawal shall not be counted again.

84. The parties intend an equitable overall division when the full values of real-estate equity, vehicle equity, business accounts, retirement, and joint liquid funds are viewed together. The full fixed-asset comparison and final joint-cash allocation are set forth in Article XX.

85. Any debt secured by a property or vehicle shall be the sole responsibility of the party receiving that asset. Any known joint credit-card, medical, or other joint debt shall be paid from joint funds before final distribution or divided equally by written agreement. Any undisclosed or individual debt shall be the sole responsibility of the party who incurred it, who shall indemnify the other party.

86. Neither party shall pay alimony to the other.

#### ARTICLE XX - FINAL EQUALIZATION SETTLEMENT

87. Full Marital Asset Allocation and Equalization. The following table uses the full agreed value of each fixed asset awarded to either party. It does not divide the houses, vehicles, business accounts, or retirement accounts into half-interests. Instead, it compares the full value of the assets each party will retain, pays the full fixed-asset difference from adjusted joint savings, and then divides the remaining adjusted joint savings equally. This produces an equal total of the

assets included in this calculation. Joint checking ending 2031, the DTL tax reserve ending 9475, the Kay D'Acquisto funds, and the roof-repair reserve are handled separately as stated below.

| <b>Full Asset / Calculation</b>                     | <b>Kristin</b>      | <b>Andrew</b>       | <b>Total Value</b>    |
|-----------------------------------------------------|---------------------|---------------------|-----------------------|
| Cottonwood Heights Residence – net equity           | \$598,683.00        | \$0.00              | \$598,683.00          |
| Holladay Residence net equity                       | \$0.00              | \$534,434.80        | \$534,434.80          |
| 2025 Hyundai Santa Fe – net equity                  | \$11,710.00         | \$0.00              | \$11,710.00           |
| 20217 Chevrolet Silverado – net equity              | \$0.00              | \$23,400.00         | \$23,400.00           |
| DTL business checking (ending 6459)                 | \$0.00              | \$21,240.97         | \$21,240.97           |
| Mindful Life Photo checking (ending 6251)           | \$0.00              | \$564.82            | \$564.82              |
| Kristen's retirement accounts – 75% adjusted value  | \$30,334.50         | \$0.00              | \$30,334.50           |
| Subtotal before adjusted joint savings              | \$640,727.50        | \$579,640.59        | \$1,220,368.09        |
| Adjusted joint savings (ending 8267)                | \$24,224.55         | \$85,311.45         | \$109,536             |
| <b>Total of Assets Included in This Calculation</b> | <b>\$664,952.05</b> | <b>\$664,952.05</b> | <b>\$1,329,904.09</b> |

**How the cash equalization works.** The full fixed-asset difference is \$61,086.91. Paying that full amount to Andrew from the adjusted joint savings and then dividing the remaining savings equally produces the final savings distribution shown in the table: \$24,224.55 to Kristen and \$85,311.45 to Andrew. The resulting one-cent difference in the parties' final totals is solely due to rounding to the nearest cent.

| <b>Full-Value Equalization Step</b>  | <b>Arithmetic</b>           | <b>Result</b>              |
|--------------------------------------|-----------------------------|----------------------------|
| Real-property difference             | \$598,683.00 - \$534,434.80 | \$64,248.20 toward Andrew  |
| Retirement value retained by Kristen | \$40,446.00 x 75%           | \$30,334.50 toward Andrew  |
| Vehicle-equity difference            | \$23,400.00 - \$11,710.00   | \$11,690.00 toward Kristen |
| Business accounts retained by Andrew | \$21,240.97 + \$564.82      | \$21,805.79 toward Kristen |
| Full fixed-asset difference          | \$64,248.20 + \$30,334.50 - | \$61,086.91 to Andrew      |

|                                       |                                                         |                                    |
|---------------------------------------|---------------------------------------------------------|------------------------------------|
|                                       | \$11,690.00 - \$21,805.79                               |                                    |
| Savings after full fixed-asset offset | \$109,536.00 - \$61,086.91                              | \$48,449.09 remains                |
| Equal split of remaining savings      | \$48,449.09 / 2                                         | \$24,224.545 each                  |
| Final adjusted-savings distribution   | Kristen: \$24,224.55; Andrew: \$61,086.91 + \$24,224.54 | K: \$24,224.55 /<br>A: \$85,311.45 |

**Account valuation date.** The \$118,085.00 joint savings balance is the agreed balance as of August 4, 2026. Any later deposits, withdrawals, fees, or interest shall be reconciled before distribution. Except for jointly approved expenses, post-valuation changes shall be shared equally.

**Excluded third-party funds.** The \$2,258.00 held for Kay D'Acquisto is not marital property. It shall be returned to Kay or retained solely for her benefit and shall not be awarded to either party.

**Roof-repair reserve.** The \$6,291.00 roof amount is treated as an agreed marital expense paid before division. Kristen shall use it only for the roof deductible and/or roof related repairs associated with homeowners-insurance coverage, provide reasonable proof of payment upon request, and return any unused balance to the joint fund for equal division.

88. Full Fixed-Asset Offset and Equal Division of Remaining Joint Savings. After subtracting the \$2,258.00 Kay D'Acquisto funds and the \$6,291.00 roof-repair reserve from the \$118,085.00 stated balance, the adjusted joint savings balance is \$109,536.00. Kristen's full fixed-asset total before savings is \$640,727.50, and Andrew's full fixed-asset total before savings is \$579,640.59, a difference of \$61,086.91 in Kristen's favor. Andrew shall therefore receive the full \$61,086.91 fixed-asset offset from joint savings first. The remaining \$48,449.09 shall then be divided equally, subject to a one-cent rounding adjustment, with \$24,224.55 to Kristen and \$24,224.54 to Andrew. The resulting total distribution from joint savings ending 8267 is \$24,224.55 to Kristen and \$85,311.45 to Andrew. When added to the fixed assets awarded to each party, Kristen receives \$664,952.05 and Andrew receives \$664,952.04 of the assets included in this calculation, with the one-cent difference resulting solely from rounding.

#### ARTICLE XXI - FURTHER ASSURANCES, ENFORCEMENT, NAME RESTORATION, AND FINAL RELIEF

89. Cooperation in Implementing Decree. Each party shall reasonably cooperate and sign or provide documents necessary to carry out the specific terms and obligations established

elsewhere in this Stipulation and Decree, including documents reasonably required for agreed property transfers, mortgage or loan assumptions, division of accounts, tax matters, or other agreed financial transactions.

This provision does not create any new transfer, financial obligation, or division of property that is not otherwise expressly provided for in this Stipulation and Decree.

Unless otherwise agreed in writing, a reasonably requested document necessary to carry out an existing obligation under the Decree shall be signed or provided within thirty (30) days of the written request, when performance is reasonably possible.

90. If a party fails to execute a required document, the other party may seek relief under Utah Rule of Civil Procedure 70 or other applicable law, including appointment of a person to sign on behalf of the noncomplying party.

91. After the divorce, Kristen Taylor D'Acquisto's legal name shall be restored to Kristen Neve Taylor.

92. This Stipulation contains the parties' integrated agreement concerning the subjects addressed herein. It may be modified only by a later written agreement approved by the Court or by further court order.

93. The parties ask the Court to grant the divorce, approve and incorporate this Stipulation and Parenting Plan into the Decree, and award such other relief as is equitable and just.

### **END OF ORDER**

### **COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE**

Approved as to Form:

/s/ Andrew D'Acquisto  
Respondent

*E-Signature Used with Written Permission of Andrew D'Acquisto,  
Given Via Email [[andydacquisto@yahoo.com](mailto:andydacquisto@yahoo.com)] Dated 08/27/26*

### **RULE 7 WARNING**

Pursuant to Rule 7, URCP, objections to the proposed order shall be filed within (7) days after service. The party preparing the order shall file the proposed order upon being served with an objection or upon expiration of the time to object.

### **CERTIFICATE OF SERVICE**

I hereby certify that, on the 27<sup>th</sup> day of August 2026, I caused the foregoing proposed DECREE OF DIVORCE to be served upon Respondent via USPS, postage prepaid, and email, as follows:

Andrew D'Acquisto  
4373 S. 3035 E.  
Salt Lake City, UT 84124  
[andydacquisto@yahoo.com](mailto:andydacquisto@yahoo.com)

/s/ Nick Gottwald