



Angilee K. Dakic (SBN 12722)
Colby J. Harmon (SBN 12110)
FABIAN VANCOTT
95 South State Street
Salt Lake City, UT 84111
Tel: (801) 531-8900
Email: adakic@fabianvancott.com
charmon@fabianvancott.com
Counsel for Respondent

**IN THE THIRD DISTRICT COURT IN AND FOR
TOOELE COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
DERIK BO WAREHAM, Petitioner, and. MCKENZI ANN WAREHAM, Respondent.	Case No. 244300356 Judge: L. Douglas Hogan Commissioner: Renee Blocher

The Court, having received the Final Stipulation and Marital Settlement Agreement (“**Final Stipulation**”), which was executed and entered into on September 2, 2026, by Petitioner, DERIK BO WAREHAM (“**Derik**”), and Respondent, MCKENZI ANN WAREHAM (“**McKenzi**”), to settle the terms of their divorce, and having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, it is hereby ORDERED, DECREED, AND ADJUDGED as follows:

JURISDICTION, VENUE, AND GROUNDS

1. **Residence.** The parties are residents of Tooele County, State of Utah, and were so been for at least three (3) months immediately prior to the commencement of this action.
2. **Marriage Information.** Derik and McKenzi were married on June 2, 2024.
3. **Grounds and Granting of Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce is therefore granted, dissolving the bonds of matrimony.
4. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code § 78A-5-102(1).
5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code § 78B-3-205, Utah Code § 78B-15-604, and 81-4-402(1)(a).
6. **Venue.** Venue is proper in this Court, pursuant to Utah Code § 78B-15-605.
7. **Home State Jurisdiction.** The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to Utah Code § 81-11-101, *et seq* (Utah Uniform Child Custody Jurisdiction and Enforcement Act). Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.
8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code § 81-6-104(1) *et seq.* (Utah Child Support Act) and Utah Code § 78B-14-101 *et seq.* (Utah Uniform Interstate Family Support Act).

CHILDREN

9. **Minor Children.** There have been two (2) children born as issue of the marriage:

To wit: D.B.W., born July 2015; and L.A.W., born June, 2020.

10. **Legal Custody.** The parties will share joint legal custody of the children. The parties are awarded joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. If the parties are not able to reach an agreement at mediation, McKenzi shall have final decision-making authority subject to Derik's right to challenge the decision in Court. Both parties shall have the authority to make emergency and routine decisions regarding the child's day-to-day activities when the child is in his or her care.

11. **Parent-Time.** Parent-time shall be as the parties agree. If the parties are unable to agree, Derik's parent-time during the children's school year shall be pursuant to Utah Code § 81-9-303 beginning January 01, 2025. Derik shall have Thursday as his midweek overnight.

12. During the summer, the parties shall adhere to a week on/week off schedule with the exchange happening Monday mornings at 9:00 am. This schedule shall begin the Monday following the final day of the school year. Derik shall be entitled to the first week of summer vacation.

a) **Holiday Parent-Time.** Holiday parent-time shall be as the parties agree. If the parties are unable to agree, the parties shall follow the holiday parent-time schedule

set forth below. Holiday parent-time shall take precedence over regular parent-time.

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Non-Custodial Parent (Derik)</i>	<i>Custodial Parent (McKenzi)</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
President's Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years

Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Never	Always
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Always	Never
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years

Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends: upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years

Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years
August 30	(1) Holiday begins at: (a) the time that school dismisses on August 30 if school is in session; or (b) 9 a.m. on August 30 if school is not in session. (2) Holiday ends: (a) upon delivering the minor child to school on August 31 if school is in session; or (b) 9 a.m. on August 31 if school is not in session.	Always	Never
December 3	(1) Holiday begins at: (a) the time that school dismisses on December 3 if school is in session; or (b) 9 a.m. on December 3 if school is not in session. (2) Holiday ends: (a) upon delivering the minor child to school on December 4 if school is in session; or (b) 9 a.m. on December 4 if school is not in session.	Never	Always

13. **All Other Holidays:** Any other holidays are awarded to the parent that falls on their parent time.

14. **Transportation.** Transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

a). A party exercising the right of first refusal shall provide the transportation both directions.

b). Parent-time exchanges shall occur at the minor children's school when school is in session. The party ending parent-time shall ensure the minor children are delivered;

c). When school is not in session, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at a mutually agreed upon location that aligns with the protective order.

15. Parenting and Educational Plan. The parties agree to adopt the following Parenting and Educational Plan provisions:

a.) The children shall continue to attend Stansbury Elementary School and all feeder schools. If Mckenzi relocates, the children shall remain in school in Tooele County based upon Mckenzi's residence in Tooele County. The children may only attend a school outside of Tooele County if the parties agree or by a Court order.¹

b). Both parties will be listed on and have access to the minor children's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor children's school, coaches, teachers, doctors, dentists, church

¹ On or about June 8, 2026, Derik moved to set aside paragraph 15(a) of the parties October 23, 2025 Stipulation, which paragraph governed where the children should go to school. On July 22, 2026, the Court held an evidentiary hearing before Judge Hogan on the motion. The Court ruled, and on July 29, 2026, entered an order that the motion to set aside paragraph 15(a) was denied, that the paragraph shall remain unchanged, that the children shall attend the school(s) in Tooele County based upon McKenzie's residence in Tooele County, and that the school then in the boundaries of McKenzie's residence was Northlake Elementary.

leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;

c). The parties shall each obtain their own information regarding the minor children's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information;

d). The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor children;

e.) The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

f.) When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent will be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;

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

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

i). For emergency purposes, whenever the minor children travel overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor children can be reached;

j). The parties agree to work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability;

k). Special consideration should be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

l). Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor children. The parent with the minor children in his/her care will not interfere with the virtual parent-time;

m). The parties will not put the minor children in the middle of their disputes;

n). The parties will not discuss with the minor children or in the minor children's presence adult issues, including the parties' legal proceedings or financial

related issues of the parties;

o). The minor children will not be used as messengers between the parents;

p). The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;

q). Each party will have adequate clothing for the minor children at his/her residence;

r). Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;

s). The parties will not ask the minor children to keep secrets from the other parent;

t). Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

u). Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children;

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

w). Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

x). Both parents shall have access to the minor children during school hours and the authority to check the minor children out of school during his/her custodial time for emergency purposes or necessary appointments;

y). The parties shall ensure that each party has access upon request to important file documents that the other may hold, such as passports, birth certificates, social security cards, medical records, etc.; and,

16. **Divorce Education and Orientation Class.** The parties have each completed the Divorce Education and Orientation Class as required by the State of Utah.

17. **Child Support.** Derik's gross monthly income is \$7,737.00. McKenzi's gross monthly income is \$1,820.00. Based on the joint custody child support calculation worksheet for two (2) minor children, with McKenzi being awarded 210 overnights per year and Derik being awarded 155 overnights, the child support amount is \$890.00 each month.

18. Derik's obligation to pay child support will begin January 1, 2026.

19. Until January 1, 2026, Derik's child support obligation was pursuant to the Order from the July 10, 2025 hearing, which was \$1,320.00 per month.

20. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.

21. Child support for each child shall continue until the child turns eighteen (18) or

graduates from high school at the regular age, whichever occurs later.

22. Payor's income may be subject to income withholding by ORS in accordance with the Utah Code.

23. As part of the parties' settlement, Derek owed McKenzi an extra \$500.00 for five (5) months (for a total amount of \$2500.00) for child support arrears commencing January 1, 2026.²

24. **Child Care Expenses.** In accordance with Utah Code § 81-6-209, the child support order shall require that each parent share equally the reasonable work-related child care expenses of the parents, unless the parties mutually agree otherwise in writing.

a). If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b). In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c). In the absence of a court order to the contrary, the parent shall notify the

² As of the date of the execution of the parties' September 2, 2026 Final Stipulation, Derek had paid this \$2,500 to McKenzi in full.

other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

d). In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

e). If the parties use family and/or friends to provide the child care there will not be a reimbursement from the other party.

25. **Medical/Dental Expenses.** In accordance with Utah Code § 81-6-208, a parent shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable cost and is accessible to the children.

a). Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in the instant case.

b). The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor

children, the parent may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium.

c). Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, including but not limited to deductibles and copayments.

d). The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

e). A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

f). In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subsections (d) and (e) of this paragraph.

g). If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Derik health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Mckenzi's health, hospital, or dental insurance plan shall be secondary coverage for the minor

children. If a parent remarries and the minor children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the minor children.

26. **School Registration and Fees.** The parties will equally divide all reasonable and necessary school registration and school fees for the minor children. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

27. **Collection and Billing for Medical, Dental, and School Fee Expenses of Minor Children.** Pursuant to Utah Code § 15-4-6.7(1), collection and billing pursuant to court or administrative order of child support:

a). When a court enters an order that provides for the payment of medical and dental expenses of a minor child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

i. at or before the time the provider renders medical or dental services to the minor child shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

ii. within 30 days after the day on which the provider renders the medical or dental service, may not:

(1) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(2) make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

b). Pursuant to Utah Code § 15-4-6.7(2), when a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under Section 81-4-406:

(i) a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order; and

(iii) each parent is liable only for the share of the school fee that the parent is

required to pay under the order.

c). A provider may bill a parent for the parent's share of a minor child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

28. **Extracurricular Activities.** The parties will equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to the minor children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor children in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent-time.

29. **2025 Tax Return/Tax Benefits.** Beginning with the 2025 tax year, the parties will file their own separate taxes.

a). Derik shall be able to claim both children for tax purposes for the 2025, 2026, 2027 and 2028 tax years.

b). Beginning in 2029, each party shall claim a child for tax purposes.

c). When there is one child left, Derik shall claim the child in even numbered years with McKenzi claiming the child in odd numbered years.

d). The party ordered to pay child support must be current on his/her child

support obligation as of December 31st of the tax year he/she is entitled to claim the minor children for tax benefit purposes on his/her tax return.

e). Further, the party ordered to pay child support must also be current on his/her obligation to pay half of all mutually agreed upon extracurricular activities for the children as of December 31 st of the tax year he/she is entitled to claim the minor children for tax benefit purposes on his/her tax return. However, the party not paying child support must notify in writing the party paying child support by no later than November 1st if the paying party is behind in these payments.

f). The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor children when he/she is entitled to the tax benefit.

INSURANCE

30. **Medical/Auto.** The parties shall be responsible for their own medical and auto insurance upon entry of this Decree of Divorce. Prior to the entry of the Decree of Divorce, the current health/auto insurance policies was to remain in place without change.

ALIMONY

31. Neither party is awarded alimony from the other, both now and in the future.

NEW PROPERTY AND DEBT DIVISION

32. **Marital Home.** Derik is awarded the real property located at 733 Country Club Drive, Tooele, Utah 84074, and all the equity therein.

33. **Vehicles.** The parties are in possession of vehicles, which are awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to</i>
2001 Dodge Ram	Derik
1986 F250	Derik
1991 Toyota Pickup	Derik
1995 Saturn SL2	Derik
2006 Pathfinder	Derik
Kawasaki Side by Side	Derik
Dustin's Honda Dirtbike CRF 110	Derik
Honda CRF 450 Dirtbike	Derik
2023 Utility Trailer	Derik
Lily's Yamaha Dirtbike	McKenzi
Dustin's old Dirtbike	McKenzi
Ford Fusion	McKenzi
1996 Toyota 4-Runner	McKenzi
2006 Yamaha 4-wheeler	McKenzi

a. The parties will cooperate in signing the title on the vehicle the other party is awarded, and exchanging the title and keys/key fobs in their possession to the party awarded the vehicle, if necessary, within thirty (30) days of the execution of this Final Stipulation.

b. Each party will assume and be responsible for the debt, maintenance and insurance on the vehicle(s) he/she is awarded and shall refinance the loan on the vehicle into his/her own name within one year from the date the decree of divorce is entered with

the court, holding the other harmless therefrom.

34. **Personal Property.** The parties acquired personal property during the marriage.

The property is divided as follows:

<i>Property Description</i>	<i>Awarded to</i>
Gun Safe	Derik
Rueger Revolver .22	Derik
Springfield 9 mm	Derik
Marlin Rifle	Derik
Rueger Rifle	Derik
Howa Rifle	Derik
Unmarked AR-15	Derik
Baretta Shotgun	McKenzi
Browning Rifle	Derik
Pellet Gun	Derik
All tools, toolboxes, automotive parts, engine, shop equipment minus the shelves (which are awarded to McKenzie) and anything else in the garage	Derik
Ryobi Table Saw	McKenzi
Living Room TV	McKenzi
Garden Tools	McKenzi
Guns in McKenzie's name (marked AR-15, purple revolver, camo shotgun).	McKenzi
Dresser in Lily's room	Derik
Twin bed and tv in Dustin's room	Derik
TV in marital bedroom	Mckenzi

Yard maintenance equipment (lawn mower, blower, weed trimmer, shovels, etc.	Derik
Dog (Hoss)	Derik
Dog (Luna) and Cat (Roxie)	McKenzi
Smaller fish tank	McKenzi
Larger fish tank	Derik
Small deep chest freezer	Derik
Two full standard quantity boxes of .223 caliber ammo; One full standard quantity box of 9 mm ammo; One full standard quantity box of .22 caliber ammo; One full standard quantity box of 20 gauge ammo; and One full standard quantity box of 12 gauge ammo	McKenzi
All other ammo	Derik
Half of all AR-15 clips in safe, with each party getting an equal amount of large and small capacity clips	McKenzi
Leather pinkish-purple pistol holster in safe	McKenzi
All other items in safe not otherwise mentioned herein	Derik

a. The parties shall exchange these items within 30 days of the execution of their Final Stipulation (which was executed on September 2, 2026). The parties shall coordinate the exchange of the items through a third party known to both parties, Heidi Koskinen. If needed, third party Tyler Nielsen shall pick up McKenzie's items from Derik.

35. **Other property items:** Each party is awarded the property that they owned prior to marriage, save and except the items listed herein. If there is a dispute, the parties shall return to mediation with the cost of mediation equally shared.

36. **Bank Accounts.** Each party is exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party. The parties will work together to equally divide any money currently on deposit in joint bank accounts and will then immediately close those joint accounts.

37. **Retirement/Financial Accounts.** The parties are awarded the retirement accounts in his or her name without claim from the other.

DEBTS

38. The parties acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx Balance</i>	<i>Obligation</i>
Debt in Derik's name	Unknown	Derik
Debt in McKenzi's name	Unknown	McKenzi
Yukon Denali	Approx. \$15,000.00	Derik
Locksmith Costs to Open Safe	Approx. \$280.00	McKenzi

a. **Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

b. **Creditors.** The parties understand that for joint debts, upon the entering of this Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

c. **Notification to Creditors.** For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

d. **Delinquency in Payments.** A party who makes a payment on a delinquent debt the other party has assumed and been ordered to pay herein in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

OTHER TERMS

39. As a complete, global, and final settlement of all disputed property issues between the parties, and without either party admitting any fault or guilt for any such claims, whether raised or unraised, and whether claimed or unclaimed, McKenzi will pay to Derik the sum of \$4,100.00 in good funds. \$1,500.00 of said funds will be paid within 30 days of the execution of the parties' Final Stipulation (which was executed on September 2, 2026). The remaining \$2,600.00 will be paid within 60 days of the execution of the Final Stipulation. If any amount of the \$4,100.00 has not been paid after 60 days from the execution of the Final Stipulation, then Derik shall be able to deduct from his monthly child support payments the amount owed until the \$4,100.00 has been paid in full.

40. As of the date of the execution of the parties' Final Stipulation, the parties stipulated that Derik owes Mckenzi \$1,400.00 in back medical expense reimbursements for the children, and McKenzi owes Derik \$2,500.00 in attorney's fees ordered by the Court. As a complete, global, and final settlement of these amounts, McKenzi shall pay both her half and

Derik's half of all out-of-pocket medical expenses for the children until the \$1,100.00 difference between the owed medical expenses and attorney's fees is covered in full. McKenzi shall provide to Derik written verification of the cost and payment of medical expenses within thirty (30) days of payment of said expenses, and with said written verification, shall also provide the remaining balance of the \$1,100.00 still owing. When the offset payments reaches a \$0.00 balance, Derik shall then recommence reimbursing McKenzi for the out-of-pocket medical expenses for the kids, in accordance with the terms in paragraph 25(e) herein.

41. Within 14 days of the execution of the parties' Final Stipulation (which was executed on September 2, 2026), Derik will cooperate with McKenzi to transfer McKenzi's original cellular number (801-608-6980) from his plan with T-Mobile to McKenzi's current phone and/or plan with AT&T. Derik shall not simply release the number to be claimed by anyone, but must work to ensure that the number is transferred to McKenzi's current phone and/or plan. Derik shall not terminate or shut off the phone plan until the number has been successfully transferred. Any limited but necessary communications the parties must have to effectuate this term shall not violate the protective order (Third Dist. Case No. 244300384).

MISCELLANEOUS

42. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of the parties' Final Stipulation and this resulting Decree of Divorce. Should a party fail to execute a document necessary to implement the provision of the Final Stipulation and this resulting Decree of Divorce, then pursuant to Rule 70 of the Utah Rules of Civil Procedure, the

other party may apply, at the cost of the disobedient party, for the court to appoint some other person to execute the document(s) so that, when so done, the execution has the same effect as if executed by the disobedient party.

43. **Asset Division/Financial Claims.** The parties' Final Stipulation resolves the asset division and all financial claims either party had against the other through the date of the execution of the Final Stipulation (which was executed on September 2, 2026). Each party then and forever released the other from any claims either raised or could have raised against the other up to the date of the execution of the Final Stipulation. The evidentiary hearing currently scheduled before the Judge on October 1, 2026 shall be stricken.

44. **Pending Motions to Enforce.** The parties' Final Stipulation completely and fully resolves the issues raised in the parties' respective pending Motions to Enforce and for Sanctions, and those Motions shall be dismissed and the enforcement hearing currently scheduled before the Commissioner on October 23, 2026 shall be stricken.

45. **Mutual Restraining Order.** Both parties shall be restrained from making disparaging or derogatory remarks to one another or to their minor children about one another or in the minor children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from annoying, stalking, harming, harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, statements about the other party on any social media sites. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the

affirmative duty to use his/her best efforts to prevent third parties from such violations, or shall remove the minor children from such circumstances. As used in this paragraph, disparage and derogatory means to say anything ill of the other whether they believe it to be true or not.

46. **Former Name.** Mckenzi shall be restored to her maiden name if she so chooses.

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

48. **Execution of Final Court Documents.** The parties agree that this final Decree of Divorce may be entered reflecting the terms of their Final Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of this Decree of Divorce.

49. **Final Stipulation.** The parties' have agreed that their Final Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Final Stipulation shall have any force or effect. The parties are aware that they had a right to proceed to trial in this matter to present all of their evidence and witnesses but waived this right. The parties are satisfied that the Final Stipulation is fair and reasonable. There were no questions the parties had to ask or unresolved issues that needed to be addressed. All issues either party wished to raise were incorporated in the Final Stipulation.

50. **Full Disclosure.** Each party warranted to the other that there had been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understood and

agreed that any deliberate failure to provide complete disclosure may have constituted perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in the Final Stipulation and this resulting Decree of Divorce represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

51. **Attorney Fees and Costs.** Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

52. **Waiver of Hearing / Right to Counsel.** The parties did not desire to have a hearing or to have the court decide these issues and they waived such rights. The parties had the right to advice of legal counsel of his or her own choice before signing the Final Stipulation and had received such advice or waived that right.

53. **No Interpretation Construed Against Drafter.** Each of the parties understood, acknowledged, and agreed that each of the parties hereto had contributed to the drafting of the Final Stipulation, and no provision shall be construed against any party as being the drafter thereof. The Final Stipulation and this resulting Decree of Divorce shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Final Stipulation to be drafted. The parties specifically, intentionally, and knowingly waived any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

54. **Severability.** Should any part of the Final Stipulation or this resulting Decree of Divorce be found to be invalid or is set aside, all other terms in the Final Stipulation and this

resulting Decree of Divorce shall remain in full force and effect.

55. **Effective Date.** The Final Stipulation became effective when signed by all parties (which was September 2, 2026).

SO ORDERED

Order becomes effective on the date of electronically added signature and seal on page one.

Notice Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

September 3, 2026
Date

/s/ Colby Harmon
Attorney for Respondent
Signed Electronically

Approved as to form:

/s/ Ryan Ficklin
Ryan Ficklin – Attorney for Petitioner
e-Signed with permission by Colby J. Harmon

CERTIFICATE OF SERVICE

I HEREBY certify that on the 3rd day of September, 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Via email and/or e-File notification:

Ryan Ficklin
Attorney for Petitioner

Ryan@utahdivorce.com

/s/ Colby Harmon