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

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
KAITLIN BARTON ROBERTS	
and	Case No. 244906784
ANDREW ROBERTS.	Judge Amber M. Mettler Commissioner Joanna Sagers

The above-entitled matter having come before the Court; Petitioner having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the __ day of XX, 2026; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Martin N. Olsen, attorney for Petitioner, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between

Petitioner, KAITLIN BARTON ROBERTS, and Respondent, ANDREW ROBERTS, be and the same are hereby dissolved.

2. Child. Kaitlin and Andrew are the legal parents of one (1) minor child: S.R., born March 2020.

3. Legal Custody. The parties are awarded joint legal custody of the minor child pursuant to Utah Code Ann. § 81-9-203 and § 81-9-205.

a. Each party shall have equal authority to make day-to-day decisions while the child is in their care.

b. Either party shall have equal authority to make emergency medical decisions for the child, provided that notice and all pertinent information are provided to the other party as soon as possible.

c. Major decisions affecting the child, including, but not limited to, where the child shall attend school, selection of health care providers, major health decisions, whether the child needs counseling, psychological services, or special education services, religious affiliation, driver's licenses, automobile ownership, and permanent changes in physical appearance, shall be discussed in advance by the parties, and the parties shall make a good-faith effort to reach an agreement. If the parties are unable to reach an agreement, they shall follow the decision-making provisions outlined below:

i. Step 1: Each parent shall notify the other party of their position and

the reasons supporting it in writing, by text message, or through the Our Family Wizard parenting app, which shall be considered writing. Both parents shall acknowledge the concerns raised and offer sincere, good-faith consideration to the other parent's position. The parents shall then discuss the matter one-on-one.

- ii. Step 2: If the parents are still unable to reach an agreement, they shall consult a third-party professional with knowledge of the child's situation, such as a teacher, pediatrician, or therapist. Both parents shall give significant weight to the professional's recommendation. Either parent may also, in good faith, request a second professional opinion to further inform the parents' discussion.
- iii. Step 3: If professional input does not resolve the parties' dispute regarding the issue, both parents shall attend mediation in good faith and split the mediator's fees equally.
- iv. Step 4: If the parents are still unable to reach an agreement after following Steps 1 through 3 above, Kaitlin shall have presumptive final decision-making authority for medical, mental health, and educational decisions, and Andrew shall have presumptive final decision-making authority for dental/orthodontic, vision, and religious decisions. However, if a parent believes that any

presumptive final decision is contrary to the child's best interests, that parent may seek review of that decision by the court.

v. Specific Joint Custody Determinations:

1. Medical. Unless otherwise agreed by the parents, the child shall continue with her current pediatrician. If the need to change the child's primary care provider arises, the parents shall agree upon a new provider and shall give special consideration to any referrals from the current provider.
2. Behavioral Healthcare and Qualifications for All Appointed Professionals. Any therapist, evaluator, or special master working with this family system must be affiliated with and trained by the Association of Family and Conciliation Courts (AFCC) or a mutually agreed-upon, similar organization. All professionals must be independently licensed and have a history of training, supervision, and experience working with high-conflict families in the family court system. Each potential provider shall provide their curriculum vitae to both parents for verification and attest to a working knowledge of the therapy guidelines established by the AFCC for the court involved.
3. Individual Therapy for Child. The child shall participate in

behavioral healthcare with one, and only one, individual therapist who meets the qualifications listed above. The child's therapy shall be prioritized. Neither parent shall unilaterally remove the child from therapy or cancel therapy appointments except in cases of significant exigent circumstances, including a documented medical emergency, a child's illness, the death of a family member, or by mutual agreement in writing by parents due to conflicting events or travel. Neither parent shall participate in or interfere with a child's individual therapy unless specifically invited by the child's therapist.

4. Physical Custody & Parent Time. It is in the best interests of the minor child that the parents share joint physical custody, with Andrew awarded parent time of 145 overnights each year, in accordance with Utah Code Ann. § 81-9-303.

- a. Primary Residence: Kaitlin's residence shall be designated as the minor child's primary residence for school enrollment purposes. This designation does not affect the parties' joint legal custody or parent time schedule.
- b. Regular Parent-Time: The parties shall exercise parent time pursuant to the following bi-weekly schedule, with the minor child spending nine (9) overnights with Kaitlin and five (5) overnights with Andrew during each fourteen (14)-day period. Unless otherwise agreed upon in writing by the

parents, the parent time schedule shall be as set forth below:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Kaitlin	Kaitlin	Kaitlin	Andrew	Andrew	Andrew	Andrew
Kaitlin	Kaitlin	Kaitlin	Andrew	Kaitlin	Kaitlin	Kaitlin

5. Parent Time Exchanges. Parent time exchanges shall occur at 9:00 a.m., with the receiving parent providing transportation unless the minor child is in school or daycare. If the minor child is in school or daycare, parent time exchanges shall occur at the child's school or daycare. Both parents shall be equally responsible for transporting the child for parent time, with the parent whose parent time is ending responsible for dropping the child off with the other parent, unless otherwise agreed in advance by both parents. Either party may designate a responsible third party to assist with transportation, provided the driver is known to the child and has a valid license, insurance, and safety restraints and equipment.

6. Summer Parent Time. Summer parent-time shall comply with Utah Code Ann. § 81-9-303, except that each parent shall be entitled to up to nine (9) consecutive days of uninterrupted parent-time. Each parent shall extend as much flexibility as possible to the other to accommodate unique summer experiences, provided that any changes to the regular parent-time schedule are in writing and that text messages and communications via the Our Family Wizard parenting app are treated as written.

- a. In odd-numbered years, Andrew shall designate his nine (9) consecutive days of summer parent-time by May 1, and Kaitlin shall designate her nine (9) consecutive days by May 15.

- b. In even-numbered years, Kaitlin shall designate her nine (9) consecutive days of summer parent-time by May 1, and Andrew shall designate his nine (9) consecutive days by May 15.

7. Holiday Parent Time. The holiday schedule, governed by Utah Code Ann. § 81-9-303, applies exclusively to the holidays listed below. The remaining holidays are allocated to the parent with whom the minor child is scheduled to spend time. Unless mutually agreed upon in writing by both parents, the holiday schedule takes precedence over extended summer parent time. For all statutory timelines regarding holidays and summer vacation selection, Kaitlin shall be considered the "custodial parent" and Andrew the "noncustodial parent."

Holiday	Holiday Time Period	Years Noncustodial Parent Granted Holiday	Years Custodial Parent Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time school is dismissed for the holiday; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day school resumes.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time school is dismissed for the holiday; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day 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 school dismisses for spring break, at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school	Odd years	Even years

	on the day school resumes.		
Memorial Day	(1) Holiday begins: (a) at the time school is dismissed for the holiday; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school the day after Memorial Day, or at 8 a.m. that day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years (if noncustodial parent is the mother or other designated parent)	All years (if custodial parent is the mother or other designated parent)
Father's Day	(1) Holiday begins at 5:30 p.m. the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years (if noncustodial parent is the father or other designated parent)	All years (if custodial parent is the father or other designated parent)
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 school is dismissed for the holiday; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time school is dismissed for fall break; or (b) 5:30 p.m. on the day school dismisses for fall break, at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st, or the day Halloween is traditionally celebrated locally: (a) at the time school is dismissed; or (b) at 3 p.m. if	Even years	Odd years

	there is no school. (2) Holiday ends at 8:30 p.m. the same day the holiday begins.		
Thanksgiving	(1) Holiday begins at: (a) the time school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day school dismisses for Thanksgiving, at the election of the parent granted the holiday. (2) Holiday ends upon delivering the child to school on the day school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time school dismisses for winter break; or (b) 5:30 p.m. on the day 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 child to school on the day school resumes after 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

8. Virtual Parent Time. Each parent shall facilitate private telephone or video calls between the child and the other parent during their parent time. At a minimum, these calls shall occur between 4:00 p.m. and 7:30 p.m. and shall not exceed fifteen (15) minutes unless the parents mutually agree to a different time or additional time for the call. Each parent shall be entitled to initiate two phone calls on separate days while the minor child is in the other parent's care. The minor child shall be permitted to make phone or video calls to the other parent during

reasonable hours. Phone and video calls between the minor child and the other parent shall not be restricted except when S.R. is completing homework or chores, or during limited family activities. Neither parent shall monitor these calls nor interfere with this communication in any way. The minor child shall have access to a communication device, such as a phone, watch, or tablet, in each home for this purpose. Contact information for both parents shall remain on the device at all times.

- a. The child's access to a cell phone shall be based on their age, maturity, and demonstrated responsibility. Both parents shall agree on the minimum age requirement and jointly monitor the child's maturity and readiness for the responsibilities that come with having a cell phone. If the parents are unable to reach an agreement, the minor child shall not have a personal cell phone until age twelve (12).
- b. Both parents shall collaborate to establish consistent rules and expectations for cell phone use, including screen-time limits, permitted apps, and internet access. If both parents are unable to reach an agreement, the following rules shall be implemented:
 - i. All phones must be turned off by 9:00 p.m. the night before school is held.
 - ii. Internet access shall include age-appropriate filters that reduce the minor child's access to material harmful to minors
 - iii. The minor child shall not have more than five (5) hours of screen

time in any twenty-four (24) hour period until the age of sixteen (16).

- iv. Both parents are encouraged to utilize parental controls on the child's device to restrict access to inappropriate content, monitor usage, and set time limits.
- v. Regular review of the child's phone activity, including downloaded apps and browsing history, shall be conducted with the child's awareness, to promote transparency and trust.
- vi. Both parents shall educate the child about safe and responsible use of cell phones, including privacy, online safety, and the risks of sharing personal information.
- vii. Open communication shall be maintained so the child feels comfortable reporting any concerns or issues encountered online.
- viii. The minor child's cell phone shall be placed in a central location outside of each of the child's room by 9:00 p.m. on the night before school begins and by 12:00 a.m. on weekend nights.

9. Right of First Refusal. Each parent shall have the right of first refusal to provide care for the minor child when the parent with parent time is unavailable to provide overnight care; sleepovers with family are excluded from this rule. Overnight care shall be defined as beginning at 9:00 p.m. and ending at 7:00 a.m. If a parent elects to exercise their right of first refusal, they shall be responsible for all transportation for the child. The minor child shall not

have sleepovers with friends unless both parents agree in writing. This provision is intended to promote the child's safety and ensure appropriate supervision and interactions. For any overnight stay with extended family, the parent authorizing the overnight shall confirm in advance that the minor child shall not share a bed with any males, including male cousins or uncles, and shall have separate sleeping arrangements from all male relatives.

10. Parenting Plan. The parents shall follow the Parenting Plan provisions set forth herein. In order to foster a stable and conflict-free environment for the minor child, the parties agree to adhere to the following communication protocol:

- a. All communications shall be respectful, courteous, and kind in tone.
- b. The parties shall make a good faith effort to respond to all non-emergency written communications within 24 hours of receipt.
- c. If a decision is not required or more information is needed, the receiving parent shall acknowledge receipt of the message within that timeframe and provide an estimate of when a substantive response shall be provided.
- d. Both parents shall respond to texts or phone calls within twenty-four (24) hours of receipt, unless exigent circumstances prevent them.
- e. Both parents shall have access to the minor child's medical, educational, counseling, religious, and other records.
- f. The parents shall each be responsible for obtaining information directly from schools, medical providers, or other activity or event providers.

However, if one parent's contact information is the only source of contact

for the provider, or a parent has reason to know that the other parent has not obtained certain information, that parent shall make a good-faith effort to keep the other parent informed via text or the Our Family Wizard app. This includes information concerning report cards, progress reports, school photos, school programs, parent-related activities, school calendars and schedules, as well as any details concerning extracurricular, religious, or community activities.

- g. Both parents shall be allowed to attend any event featuring a child, even if he or she is not exercising parenting time with the child at the time of the event. When both parents attend the child's events, they shall remain cordial and respectful, and focus on supporting the child.
- h. A parent shall immediately notify the other parent if the child has any significant health or medical issues. This includes information on check-ups, doctor's notes and reports, test results, etc.
- i. Each parent shall provide notice to the other party if the minor child has a disciplinary issue, mental health issue, or significant social issue during his or her parent-time.
- j. Each parent shall immediately notify the other parent of any change in his or her address, email address, telephone number, or other information pertinent to communication.
- k. The parents shall at all times and in all communications remain civil with

each other and not harass, threaten, demean or belittle each other.

- l. Each parent shall hold the other parent in high esteem whenever the minor child is in the other parent's presence. The parents shall refrain from making derogatory or disparaging comments about or to the other parent when within the child's hearing. The parents shall never act or speak in front of the child in a way that might diminish the child's love and affection for the other parent, regardless of the truthfulness of the allegation.
- m. The parents shall make good-faith efforts to focus on the child's present and future well-being rather than on past conflicts. Each parent shall respect the other's positive changes and work cooperatively to support the child's best interests through effective co-parenting.
- n. The parents shall not allow or encourage third-parties to do those things which they themselves are prohibited from doing and shall have an affirmative duty to remove the child from such situations.
- o. Neither parent shall use the minor child to relay messages to the other parent.
- p. The parents shall not ask or instruct the child to keep secrets from the other parent.
- q. The parents shall not question the child about the other parent's activities, personal relationships, or finances.

- r. The parents shall not discuss separation or divorce-related issues, child support, or litigation issues in front of the child.
- s. Both parents shall be restrained from exposing the child to excessive alcohol consumption, drug abuse of any kind, or any sexual, violent, or otherwise inappropriate content based on the child's age.
- t. Neither parent, nor any individual transporting the child, shall operate a motor vehicle with the child as a passenger while impaired by alcohol, illegal drugs, or any medication or substance that impairs their ability to safely operate a motor vehicle.

11. Minor Child's Interactions with T.R.

- a. Both parents shall enforce line-of-sight supervision whenever T.R. is in the minor child's presence.
- b. T.R. shall never provide surrogate care for the minor child.
- c. The minor child's bedroom shall be arranged to maximize the distance between her bedroom and any bedroom occupied by T.R. within the same residence.
- d. Any parent, family member, babysitter, or other caregiver who has both T.R. and the minor child in their care shall comply with the line-of-sight supervision requirements set forth herein.
- e. T.R. shall never share a bedroom or bed with the minor child.
- f. If circumstances, such as travel or other unforeseen situations, make

separate bedrooms unavailable, the minor child shall be required to share a bed with a parent or a trusted adult female family member, such as a grandmother, an aunt, or a female stepparent, who is agreed upon by both parents.

12. Role Of Stepparents & Significant Others:

- a. Stepparents and Significant Others of the parties shall not participate in co-parent communications without prior mutual agreement between the parties, except that parents and stepparents may engage in normal, friendly, and respectful communication with one another. Additionally, stepparents may communicate directly with the other parent regarding routine or logistical matters related to the minor child's care, including transportation, school events, scheduling, and basic health updates.
- b. Only the minor child's parents are able to be the primary decision-makers regarding the minor child. Substantive matters involving parenting decisions, disagreements, changes to the parenting plan, discipline, education, medical care, or other significant matters concerning the minor child shall be communicated and decided directly between the parents
- c. Stepparents and Significant Others of the parties must respect the parties' parental roles and avoid undermining either parent's authority.
- d. Stepparents shall not discuss or express opinions about custody arrangements, financial matters, or the non-spouse parent's parenting

decisions in the presence of the minor child or the non-spouse parent.

- e. Stepparents must respect court-ordered boundaries and refrain from interfering in the relationship between the minor child and either parent.
- f. Stepparents are expected to model respectful, cooperative behavior toward the non-spouse parent and to focus on providing a stable, loving environment that supports the minor child's needs and relationship with both parents.
- g. All parties shall strive to minimize conflict and maintain transparency regarding their roles and intentions in regard to stepparents and significant others.
- h. Neither party shall disparage a parent's spouse or significant other in the presence of the minor child or non-spouse parent.
- i. Both parents shall provide the other parent with the full name, current telephone number, and residential address of any stepparent or significant other who either resides with the child or provides regular care for the child. Each parent shall immediately notify the other parent of any changes to this information.
- j. Both parties shall invite and arrange for the other to meet any romantic interests prior to allowing that romantic interest to spend significant time with the child, including, but not limited to, daily or nearly daily contact

when the child is present, spending or sharing holidays with the child present allowing any overnights when the child is present, traveling with the child (regardless of sleeping arrangements), engagement or marriage. If the other parent declines or a prior meeting is not reasonably feasible, the parents may instead meet the significant other at the time of the minor child's introduction. The introducing parent shall exercise good judgment regarding the timing of the introduction, considering the minor child's emotional well-being, stability, and best interests, and shall not expose the minor child to multiple dating partners within a short period of time in a manner that may create unnecessary instability or confusion.

13. Travel With Minor Child. Whenever the minor child travels with either parent, that parent shall provide the other parent with a detailed itinerary at least one (1) week before any domestic travel and at least thirty (30) days before any international travel. The itinerary shall include destinations, transportation carriers, lodging accommodations, emergency contact information, and any other information reasonably necessary to contact the minor child during the trip. If last-minute travel does not allow for the advance notice required above, the parents may mutually agree to allow the child to travel with the traveling parent, provided it reasonably accommodates the other parent's schedule and is in the child's best interests.

14. Relocation. Kaitlin's residence shall remain the designated primary residence provided she does not relocate in a way that results in a travel time of thirty (30) minutes or more to the child's current school during designated school start and end times. Neither parent shall

relocate more than a thirty (30) minute drive from his or her current residential location. If either parent wishes to relocate more than a thirty (30) minute drive from his or her current residential location, the parents shall comply with the 60-day notice requirements of Utah Code Ann. § 81-9-209. Upon notice of an intended relocation, the parents shall first make a good-faith effort to discuss and resolve any issues related to the proposed relocation between themselves. If the parents are unable to reach an agreement, they shall attend mediation to address the intended relocation. If they are unable to reach an agreement in mediation, either party may bring the issue before the court.

15. Child Support. Andrew's current monthly gross income for child support calculations is \$13,357.00. Andrew shall receive an offset of \$710.00 for his current child support obligation to his son from a prior relationship (T.R.). Kaitlin's current monthly gross income for child support calculations is \$3,000.00. Based on the parties' gross incomes and the calculation of 145 overnights with Andrew and 220 overnights with Kaitlin annually, Andrew's monthly child support award to Kaitlin is \$866.00, in accordance with the Utah Uniform Child Support Guidelines. Child support shall begin on August 1, 2026, and shall be reported immediately to the Office of Recovery Services ("ORS"). The parties shall exchange income verification by January 31st of each year. Either party may seek to adjust or recalculate child support pursuant to the Uniform Child Support Guidelines.

- a. The monthly child support and alimony obligations shall be paid one-half ($\frac{1}{2}$) on or before the fifth (5th) day of each month and the remaining one-half ($\frac{1}{2}$) on or before the twentieth (20th) day of each month.

Alternatively, the obligor may pay either or both monthly obligations in full on or before the fifth (5th) day of each month. The parties may agree that payments be made directly to the obligee or through the ORS. If payments become delinquent or are not made as ordered, the obligee may elect to have future payments collected through the ORS.

- b. The party entitled to receive child support shall be entitled to mandatory income withholding relief and any federal and state tax refunds or rebates by ORS until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support.
- c. Unless the court orders otherwise, support for the minor child terminates when the child becomes eighteen (18) years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later; or when the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 80-7-101.
- d. Each party is obligated to notify the other within ten (10) days of any change in monthly income. Under Utah Code Ann. § 81-6-212, the parties may adjust the child support order by motion after three (3) years from the date of its entry if: (i) upon review, there is a difference of 10% or more between the previously ordered amount and the new amount of child support under the Utah Child Support Guidelines, calculated using the

appropriate child support worksheet; (ii) the difference is not temporary; and (iii) the previously ordered amount does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-211, if the child receives TANF funds when an adjustment is sought, ORS shall review the order and, if appropriate, move the court to adjust the amount.

- e. The parties may agree to waive the requirements to modify child support by filing a petition and obtaining an order from the court pursuant to Utah Code Ann. § 81-6-210 through 212 if the parties agree that there has been a material change in circumstances. The parties recognize that modifying child support by agreement without a court order may not be recognized by ORS if either party seeks enforcement of child support.
- f. Pursuant to Utah Code Ann. § 81-6-210 through § 81-6-212, if the parties do not agree to modify child support as set forth above, either party shall have the right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of thirty percent (30%) or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others. The change in (i)

through (vi) must result in a fifteen percent (15%) or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be temporary. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

16. Child Support Arrearages. There are no child support arrears between the parties.

17. Childcare Expenses. Free childcare provided by family shall be preferred over paid childcare; however, neither parent shall be compelled to use the other parent's family members as childcare providers during that parent's parent-time. In accordance with Utah Code Ann. § 81-6-209, both parents shall reimburse the other parent an amount equal to one-half ($\frac{1}{2}$) of all paid childcare expenses for the child, provided the expenses are necessitated by the employment or occupational training of the parent seeking reimbursement. Reimbursement by the other party shall be made within thirty (30) days of receiving verification of incurred expenses.

18. Child's Healthcare Expenses. The parties shall equally divide all medical, dental, orthodontic, vision, psychological, or other healthcare expenses incurred on behalf of the minor child. Healthcare expenses include insurance premiums, deductibles, co-pays, and out-of-pocket costs. Kaitlin shall be designated as the child's primary insurer. However, if Andrew can obtain better coverage for the child at a lower cost to the parties, the primary insurer may change.

Written proof of any healthcare expenses and any changes in the healthcare provider shall be provided to the other parent within thirty (30) calendar days, pursuant to Utah Code Ann. § 81-6-208. Reimbursement by the other party shall be made within thirty (30) days of receiving verification of incurred expenses. The parties may also elect to provide dual coverage for the child in accordance with Utah Code Ann. § 81-6-208.

19. Child's Extracurricular Activities. Neither parent shall commit the minor child to an activity or social engagement outside the child's parent time with that parent without obtaining the other parent's prior written consent. Both parents shall have access to information directly from the school or activity provider. If one parent's contact information is the only point of contact, that parent shall make a good-faith effort to keep the other parent informed of all details of the activity. Unless otherwise agreed in advance, the parties shall be equally responsible for reasonable expenses related to any extracurricular activities in which both parties agree the child may be involved. The party incurring the costs shall submit verification of the expense, such as a receipt or invoice, to the other party within thirty (30) days of payment or receipt, and the other party shall reimburse the first party within thirty (30) days of receiving the verification. The parents shall support the minor child's previously agreed-upon activities as follows:

- a. Both parents shall support the child's participation in activities by adding them to a shared calendar within 24 hours of receiving notice of the scheduled events.
- b. Unless mutually agreed upon in writing, each parent must ensure that the child has all necessary equipment for the child's activities

while in the parent's possession and care.

- c. Each parent shall provide transportation to the child's activities during their respective parenting time.
- d. If one parent cannot maintain civility, respect, and basic dignity during appointments or special events, he or she forfeits participation in any such appointment or event for that day and the next scheduled appointment or event.

20. Separate Billing. As permitted by law, the parties shall maintain separate billing for all expenses and costs for the child as set forth herein.

21. Child Tax Credits. Beginning with the 2026 tax year, and as long as Andrew remains current on all child support payments as of December 31st of the qualifying year, he shall be entitled to claim the minor child for child tax credit purposes for even-numbered years. Beginning in the 2027 tax year, Kaitlin shall be entitled to claim the minor child for child tax credit purposes on odd-numbered years.

22. Optional Buyout of Child Tax Credits. The parties may mutually agree in writing that one parent may claim the minor child as a child tax credit in consecutive tax years in exchange for agreed-upon compensation. Any such agreement shall be signed by both parties and shall specify the amount of compensation and the applicable tax year(s). Upon receipt of the agreed-upon compensation, the relinquishing party shall timely execute all documents reasonably necessary to effectuate the agreement. Absent a signed written agreement, the alternating tax-year schedule shall remain in effect.

23. Vehicles. Kaitlin shall be awarded the 2022 Subaru Ascent, which is her sole and separate property and is not marital property. Andrew shall be awarded the 2013 BMW X1 as his sole and separate property. Each party shall be solely responsible for any obligations related to their respective vehicle and shall hold the other harmless from any such obligation.

24. Other Personal Property. The parties shall work together to equitably divide the personal property subject to the following:

- a. Each party is awarded their clothing, jewelry, and personal effects.
- b. Each party is awarded any premarital or separate property items,
including those obtained via inheritance.
- c. Each party is awarded any items gifted solely to them, unless
otherwise specified herein.
- d. If a dispute arises over a personal property item that cannot be
resolved informally by the parties or through counsel, the parties shall
return to mediation.
- e. The family dog, Ollie, is awarded solely to Kaitlin as her sole and
exclusive property. Kaitlin shall have sole ownership, possession, and
responsibility for Ollie. Kaitlin shall make reasonable efforts to allow T.R.
continued access to and time with Ollie.

25. Retirement Assets. During the course of the marriage, Andrew acquired and maintained a retirement account with Utah Retirement Systems. Andrew is awarded the Utah Retirement Systems retirement account as his sole and separate property.

26. Other Financial Accounts. The parties' financial accounts shall be divided as follows:

- a. The parties' marital account, the Wells Fargo account ending in 0558, shall be awarded to Andrew.
- b. Kaitlin's separate account, the Wells Fargo account ending in 8420, shall be awarded to Kaitlin.
- c. The minor child's, T.R., stock account, the SoFi account with an approximate balance of \$2,000.00, shall be awarded to Andrew for the benefit of T.R.

27. Kaitlin's Inheritance. During the course of the marriage Kaitlin withdrew \$17,000 from the parties' marital account. Those funds shall be considered her separate and exclusive property. Any additional funds beyond that amount contained or spent from the marital account shall be considered to be commingled and marital property.

28. Debts. The parties' debts shall be divided as follows:

- a. The Chase Credit Card with an estimated balance of \$5,767.17 shall be the sole responsibility of Andrew to keep current and pay in full.
- b. Each party shall be solely responsible for their own Wells Fargo credit card account held in their own name, including any balances or obligations associated with that account. Neither party shall have any responsibility for the other party's separate Wells Fargo credit card debt.

29. Health Savings Account (HSA). The remaining balance in the Health Savings

Account (HSA) shall be divided equally, with each party receiving fifty percent (50%) of the total balance. In lieu of a separate distribution, Kaitlin's fifty percent (50%) share shall be credited against and deducted from the amount otherwise payable to Andrew for the buyout of the marital residence at closing.

30. Real Property. Kaitlin is awarded the marital home as her sole property, subject to a payment of \$138,500.00 to Andrew within seven (7) days of the entry of the Decree of Divorce. Upon Kaitlin's payment of \$138,500.00 to the title company, Andrew shall execute a warranty deed with the title company, transferring his right, title, and interest in the marital home to Kaitlin, and the title company shall record the warranty deed. Upon recording of the warranty deed, the title company shall disperse the \$138,500.00 to Andrew. Andrew shall not remain on the deed or retain any ownership interest in the marital home.

- a. Andrew shall remain on the existing mortgage, currently approximately \$300,000.00, until the mortgage is refinanced, assumed with lender approval and Andrew is released from liability, paid off, or the property is sold, subject to the provisions below. Kaitlin shall be solely responsible for making all monthly mortgage payments on time and for all other obligations associated with ownership of the marital home, including property taxes, homeowners' insurance, and assessments. Kaitlin shall provide Andrew with proof of payment upon request and shall promptly notify Andrew of any delinquency, default, foreclosure notice, lapse in insurance, delinquent property taxes, or other material notice concerning

the mortgage or property that could affect Andrew's credit or financial liability.

- b. Kaitlin shall indemnify and hold Andrew harmless from any liability, loss, cost, expenses, late fee, penalty, or other financial loss incurred by Andrew as a result of Kaitlin's failure to timely satisfy an obligation assigned to her under this paragraph. If Kaitlin fails to timely make a payment necessary to keep the mortgage current or otherwise protect Andrew from default, Andrew may make such payment directly. Any amount reasonably paid by Andrew for an obligation assigned to Kaitlin shall be immediately due and owing from Kaitlin to Andrew and shall be secured by the Deed of Trust described below.
- c. Kaitlin shall have an attorney prepare an all-inclusive Deed of Trust and any related documents necessary to secure Kaitlin's obligations to Andrew under this paragraph while Andrew remains personally liable on the existing mortgage. The Deed of Trust shall identify Andrew as beneficiary and shall secure Kaitlin's obligations to keep the existing mortgage current, satisfy the property-related obligations assigned to her herein, reimburse Andrew for any amounts he is required to pay as a result of her failure to perform those obligations, and comply with any obligations arising under this paragraph to obtain Andrew's release from the existing mortgage.

- d. Andrew shall be provided the Deed of Trust and related documents for review prior to execution. The Deed of Trust and related security documents shall be finalized prior to Andrew's conveyance of his ownership interest, shall be executed and recorded contemporaneously with the warranty deed transferring Andrew's ownership interest to Kaitlin, and shall remain in effect until Andrew has been fully released from liability under the existing mortgage and any amounts owed to Andrew under this paragraph have been satisfied.
- e. Andrew shall remain on the existing mortgage for so long as Kaitlin has not cohabitated or remarried, provided Kaitlin remains in compliance with her obligations under this paragraph. For purposes of this paragraph, cohabitation or remarriage shall be determined under the same standard applicable to the termination of alimony under Paragraph 31 of the terms herein and under applicable Utah law. Nothing herein shall require Kaitlin to refinance, sell, pay off, or otherwise modify the existing mortgage solely because a particular period of time has elapsed.
- f. If Kaitlin cohabits or remarries, Andrew nevertheless agrees that he shall not require his removal from the existing mortgage until at least five (5) years have elapsed from the date of the buyout. Once both (i) Kaitlin has cohabitated or remarried and (ii) five (5) years have elapsed from the date of the buyout, Andrew shall have the right, but not the obligation, to

provide written notice requesting that he be fully released from liability on the existing mortgage.

- g. Upon Andrew's written request for removal, Kaitlin shall have one hundred eighty (180) days to refinance the mortgage, obtain a lender-approved assumption or other release that fully releases Andrew from liability, pay off the mortgage, sell the property, or otherwise obtain Andrew's full release from the existing mortgage. The parties may agree in writing to extend this deadline, but Andrew is not obligated to agree to an extension. If Andrew has not been fully released by the applicable deadline, Kaitlin shall take the steps reasonably necessary to sell the property and satisfy the existing mortgage.
- h. Nothing herein shall prevent Andrew, in his sole discretion, from agreeing to remain on the existing mortgage after Kaitlin's cohabitation or remarriage and after the five (5)-year period expires. Andrew's decision not to exercise his right to request removal at any particular time shall not constitute a waiver of that right, and any agreement by Andrew to remain on the mortgage thereafter shall not waive his right to request removal at a later date unless Andrew expressly agrees otherwise in writing.
- i. Kaitlin's material failure to make three (3) mortgage payments on time, to maintain required homeowners insurance, to pay property taxes when due, to reimburse Andrew as required herein, or to otherwise comply with a

material obligation imposed upon her under this paragraph shall constitute a default. Nothing in Paragraph 30(c) shall require Andrew to remain on the existing mortgage following an uncured material default merely because Kaitlin has not cohabitated or remarried, or because five (5) years have not elapsed from the date of the buyout.

- j. Upon an uncured material default, Andrew may seek enforcement of this Stipulation and the Deed of Trust and may request that Kaitlin refinance, obtain his release from the existing mortgage, pay off the mortgage, or sell the property as necessary to eliminate Andrew's continuing liability. Nothing herein shall prevent Andrew from taking reasonable action necessary to cure or prevent a mortgage default, foreclosure, lapse in insurance, or other event that could materially impair his credit or security interest.
- k. The parties shall reasonably cooperate in providing the existing mortgage lender with any notices, separate addresses, authorizations, documentation, or other information necessary to reflect Kaitlin's responsibility for payment of the existing mortgage and to permit Andrew, while he remains obligated on the mortgage, to obtain information concerning the status of the loan, including payment, delinquency, and default information. Neither party shall modify, extend, subordinate, or otherwise materially alter the existing mortgage or Andrew's obligations

thereunder without providing reasonable advance notice to the other party, except as necessary to refinance, pay off, or otherwise satisfy the mortgage and obtain Andrew's full release from liability.

31. Alimony. Andrew shall pay \$1,384.00. A combined global support total of \$2,250.00 per month, including child support, shall be paid to Kaitlin for a period of forty-eight (48) months. Alimony shall automatically terminate early upon Kaitlin's cohabitation or remarriage, or upon Andrew's death or incapacity.

32. Attorney Fees. Each party shall pay their own attorney's fees incurred in these proceedings.

33. Mutual Restraining Order. Both parties shall be restrained from harassing, annoying, stalking, or publicly disparaging the other party. Each party shall be restrained from allowing third parties to engage in conduct that the parties themselves are restrained from engaging in.

34. Default. In the event that a party defaults on its obligations hereunder, the party in default shall be liable to the other party for all reasonable expenses, including reasonable attorney's fees, incurred in the enforcement of the obligations created by a final order in this matter.

35. Implementation. The parties shall be ordered to sign and fully execute any documents necessary to implement the Decree of Divorce. If a party fails to execute a document within sixty (60) days of the entry of the Decree of Divorce, the other party may bring an enforcement action, at the disobedient party's expense, and ask the Court to order the execution

of any document. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

36. Modification. Before either party files a Petition to Modify any provision of the Decree of Divorce, the parties shall attempt to resolve the issues through mediation.

37. Effective Date. The terms herein become effective as of the date the Stipulation was signed by all parties.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

APPROVED AS TO FORM:

2 /s/ T. Christopher Wharton _____

Signed by Martin N. Olsen

with permission of T. CHRISTOPHER WHARTON, *Attorney for Respondent* (via email: 09/17/2026)

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Petitioner 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.

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of August, 2026, I sent via email a true and correct copy of the foregoing **DECREE OF DIVORCE**, to the following:

T. Christopher Wharton
Attorney for Respondent

/s/ Liz Crawford
LIZ CRAWFORD