



JILL L. COIL (USB #13049)
SAMANTHA E. FRAZIER (USB #18143)
COILLAW LLC
10815 South 700 East
Sandy, Utah 84070
Telephone. (801) 884-3775
Facsimile. (801) 401-7850
Email. jill@coillaw.com
Samantha@coillaw.com

Attorneys for Petitioner Taylor Nicholson

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

TAYLOR NICHOLSON,
Petitioner

vs.

QING WEN,
Respondent

DECREE OF DIVORCE

Civil No. 254900062
Judge Laura Scott
Commissioner Russell Minas

The Court, having reviewed the parties' Partial Stipulation and Settlement Agreement, the agreements reached by the parties at the Judicial Settlement Conference regarding most issues, the rulings entered following the evidentiary hearing resolving all remaining issues, and the other papers on file in this matter; having entered appropriate Findings of Fact and Conclusions of Law; and otherwise being fully informed of the premises, for good cause appearing, hereby ORDERS, ADJUDGES, and DECREES as

GROUND AND JURISDICTION

1. Jurisdiction. The parties are residents of Salt Lake County, State of Utah, and have been for more than three (3) months immediately preceding this action.

2. The parties entered a marital relationship on March 20, 2020. The parties separated on or about October 17, 2024.

3. **Grounds.** The parties are hereby granted a divorce based upon their irreconcilable differences causing a breakdown of the marriage relationship. Utah Code Ann. Section 81-4-405(1)(h).

CUSTODY AND PARENT-TIME

4. As a result of the marriage the parties had born to them one (1) child, to wit:

a. A.N.W., born August 18, 2021 (age 5).

5. The parties are not expecting any additional children.

6. **Legal Custody.** It is in the best interests of the child that the parties share joint legal custody of the child, consistent with the parenting plan outlined herein. Neither parent shall have final decision-making authority.

7. **Current Physical Custody.** It is in the best interests of the minor child that Father have primary physical custody of the child, with Mother having parent-time, as the parties agree. If the parties are unable to agree, Mother shall at least have parent-time as outlined in the following schedule below per Utah Code 81-9-304 (prior to revisions). This schedule shall remain in effect until the child returns to school from winter school break in January 2027:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	FATHER	FATHER	FATHER	FATHER	MOTHER	MOTHER	FATHER
WEEK 2	FATHER	FATHER	MOTHER	FATHER	FATHER	FATHER	FATHER

8. Mother's weekend parent-time shall begin at 6:00 pm on Friday and end at 7:00 p.m. on Sunday. Mother shall have every other weekend as outlined in the statute.

9. In weeks when Mother does not have weekend parent-time (i.e., week two of the above schedule), Mother shall also have a midweek visit with the child on Wednesday from 4:00 p.m. until 8:00 p.m or at a time and date mutually agreed upon by the parties.

10. **Step-up Parent-Time.** It is in the best interest of the minor child that, beginning immediately after the child's winter school break in January 2027, Father shall have primary physical custody of the child with Mother having parent-time as the parties agree. If the parties are unable to agree, Mother shall at least have parent-time pursuant to Utah Code § 81-9-303 as outlined in the following schedule:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	FATHER	FATHER	FATHER	MOTHER	MOTHER	MOTHER	MOTHER
WEEK 2	FATHER	FATHER	MOTHER	MOTHER	FATHER	FATHER	FATHER

11. Mother's weekend parent-time shall begin at 5:30 pm on Thursday and end when the child returns to school the following Monday or at 8:00 am on Monday if the child is not in school . Mother shall have every other weekend as outlined in the statute.

12. In weeks when Mother does not have weekend visits, she shall have a midweek visit on Wednesday, beginning when the child is dismissed from school or, if school is not in session, at 4:30 pm until 8:00 pm.

13. Mother shall have a Thursday overnight visit every week beginning at the time the child is dismissed from school and ending when school resumes the following Friday morning or at 8:30 am when school is not in session.

14. **Step-up to 50/50 Physical Custody.** It is in the best interest of the minor child that, following the minor child's eighth birthday, the parties shall share physical custody based upon

an equal parent-time schedule, pursuant to Utah Code § 81-9-305. If the parties are unable to agree on parent-time, the parties shall follow the following parent-time schedule:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	FATHER	FATHER	MOTHER	MOTHER	FATHER	FATHER	FATHER
WEEK 2	FATHER	FATHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER

15. Unless the parties agree otherwise and subject to a holiday, Father shall exercise parent-time beginning on Monday and ending on Wednesday morning, and Mother shall exercise parent-time beginning on Wednesday morning and ending on Friday morning. Each parent shall alternate weekends exercising starting Friday morning and ending Monday morning.

16. The exchange times shall take place when the minor child's school begins or, if school is not in session, at 8:30 am.

17. **Relocation.** Relocation shall be governed by Utah Code Ann. § 81-9-209. During any period in which the parties are exercising the 2-2-5-5 parent-time schedule, each party shall reside within a forty-five (45)-minute drive of the child's school.

18. **Holiday Parent-Time.** If the parties do not agree otherwise, the parties shall exercise holiday parent-time in accordance with Utah Code Ann. § 81-9-302. The statutory holiday schedule applies as follows:

HOLIDAY	HOLIDAY TIME PERIOD	MOTHER	FATHER
Dr. Martin Luther King Jr. Day	Begins when school is dismissed, or Friday at 5:30 p.m. at the election of the parent granted the holiday; ends at 8:30 p.m. on the holiday.	Odd years	Even years
Presidents' Day	Begins when school is	Even years	Odd years

	dismissed, or Friday at 5:30 p.m. at that parent's election; ends at 8:30 p.m. the day before school resumes.		
Spring Break	Begins when school is dismissed, or at 5:30 p.m. that day at that parent's election; ends at 8:30 p.m. the day before school resumes.	Odd years	Even years
Memorial Day	Begins when school is dismissed, or Friday at 5:30 p.m. at that parent's election; ends at 8:30 p.m. on the holiday.	Even years	Odd years
Mother's Day	Begins at 5:30 p.m. the day before Mother's Day; ends at 8:30 p.m. on Mother's Day.	All years if the noncustodial parent granted the holiday	All years if the custodial parent granted the holiday
Father's Day	Begins at 5:30 p.m. the day before Father's Day; ends at 8:30 p.m. on Father's Day.	All years if the noncustodial parent granted the holiday	All years if the custodial parent granted the holiday
Juneteenth National Freedom Day	Begins and ends as provided by § 81-9-302(12), accounting for any overlap with Father's Day.	Even years	Odd years
Independence Day	Begins July 3 at 5:30 p.m.; ends July 5 at 8:30 p.m.	Odd years	Even years
Pioneer Day	Begins July 23 at 5:30 p.m.; ends July 25 at 8:30 p.m.	Even years	Odd years
Labor Day	Begins when school is dismissed, or Friday at 5:30 p.m. at that parent's election; ends at 8:30 p.m. on the holiday.	Odd years	Even years
Fall Break	Begins when school is dismissed, or at 5:30 p.m. that day at that parent's election; ends at 8:30 p.m. the day before school resumes.	Odd years	Even years
Halloween	Begins October 31, or the locally observed Halloween	Even years	Odd years

	date, when school is dismissed or at 3 p.m. if there is no school; ends at 8:30 p.m. the same day.		
Thanksgiving	Begins when school is dismissed, or at 5:30 p.m. that day at that parent's election; ends at 8:30 p.m. the day before school resumes.	Even years	Odd years
Winter Break – First Half	Begins when school dismisses, or at 5:30 p.m. that day at that parent's election; ends December 27 at 8:30 p.m.	Odd years	Even years
Winter Break – Second Half	Begins December 27 at 8:30 p.m.; ends at 8:30 p.m. the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	Begins at 3 p.m.; ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	Begins at 3 p.m.; ends at 8:30 p.m.	Odd years	Even years

Holiday parent-time takes precedence over regular parent-time. Mother's Day and Father's Day take precedence over the child's birthday; the child's birthday takes precedence over other holidays except during uninterrupted extended parent-time when the parent exercising that uninterrupted parent-time takes the child away from that parent's residence; other holidays take precedence over extended parent-time; and extended parent-time takes precedence over weekday and weekend parent-time.

19. **Extended Summer Parent-Time.** When school is not in session for summer break, Mother, at Mother's election, to up to four weeks of extended parent-time, beginning at 8:00 a.m. on the first day and ending at 8:30 p.m. on the last day. Two weeks shall be uninterrupted.

20. The remaining two weeks may be interrupted by the Father for a weekday visit on the same day the Mother is granted weekday parent-time. Father is entitled to two weeks of uninterrupted parent-time, beginning at 8:00 a.m. on the first day and ending at 8:30 p.m. on the last day. Extended parent-time shall be consecutive, except the noncustodial parent's four weeks may be divided into two separate, nonconsecutive 14-day periods.

21. Each parent shall notify the other of plans to exercise extended summer parent-time. In odd-numbered years, Mother shall give notice by May 1, and Father shall give notice by May 15. In even-numbered years, Father shall give notice by May 1, and Mother shall give notice by May 15. A parent who fails to provide timely notice permits the complying parent to determine the noncomplying parent's summer schedule. If both parents fail to provide timely notice, the first parent to provide notice may determine both parents' summer schedules. If the Father intends to interrupt the Mother's parent-time, Father shall give notice within 10 days after receiving Mother's notice.

22. Once the parties begin exercising an equal parent time schedule under Utah Code Section, 81-9-305, the parties summer time possession shall be as follows:

23. Each parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. In even years, Father may make a designation at any time, and Mother may make a designation after May 1. In odd years, Mother may make the designation at any time and Father may make a designation after May 1. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins. The two consecutive weeks described take precedence over all holidays except Mother's day and Father's day.

24. Travel. When the child travels with either parent out of the state, all of the following shall be provided to the other parent.

- a. An itinerary of travel dates;
- b. Destination(s);
- c. Places where the child or travelling parent can be reached; and
- d. The name and telephone number of an available third-person who would be knowledgeable of the child's location.

25. International Travel. Neither party shall take the child outside of the United States of America without mutual written agreement in advance. Neither party shall obtain a passport for the minor child without a mutually agreed travel plan. If the parties agree to obtain a passport for the minor child, Father shall be custodian of the passport.

26. The child shall not be removed from the United States to any country that is not a signatory to the Hague Convention, or to any country designated by the U.S. government as noncompliant or presenting a high risk of international parental child abduction, absent further order of the Court. The parties shall cooperate with legal proceedings regarding the Hague Convention and any necessary proceedings to return the child to the United States of America. The parties agree not to travel with the child to any non-Hague country for the purposes of changing the child's residence or home state.

PARENTING PLAN

27. Decision Making. Each parent has authority to make day-to-day decisions concerning the child while the child is in the care of that parent. Each parent also has authority to make emergency decisions concerning the child while the child is in the care of that parent.

28. The parties shall share all major decisions concerning their child's health, education, religious upbringing and general welfare. The parties shall use the following decision-making procedure as their guide:

- a. The parties shall initially identify the issue;
- b. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspective;
- c. The parties shall brainstorm all possible solutions related to that specific issue;
- d. The parties shall meet and confer about the issue; and
- e. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child, in an attempt to reach a "win-win" solution.

29. Resolving Disputes. If the parties cannot reach a mutual decision regarding the child, then the parties shall participate in mediation or other alternative dispute resolution process. If they are unable to come to a consensus in alternative dispute resolution, they may seek court intervention. Failure to seek alternative dispute resolution will result in the award of attorney fees for the responding party to the premature filing for court intervention by the moving party.

30. Religious Decisions. Each party may participate in religious activities with the minor child. The minor child may not be baptized or committed to any particular religious tradition until the child starts middle school and can voice a personal preference in the matter. After that time, if the child decides to join a particular religious tradition, both parties agree to respect the child's decision.

31. Education Decisions. The parties will work together regarding educational decisions.

The child will attend public kindergarten beginning at age 5. Absent mutual agreement, the child shall remain in the Jordan School District in the school in which she initially enrolls and subsequent feeder schools.

32. Healthcare Decisions. If the parties cannot agree on a healthcare-related decision after following the decision-making procedure described above, the parties will follow the recommendations of medical professionals involved in the care of the minor child.

33. Special Considerations. The following provisions are in the best interest of the child, and the parents agree to follow them as part of their parenting plan.

- a. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- c. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. The parties shall exchange the minor child at the EOS Gym located in South Jordan, absent further mutual agreement in writing. If exchanges occur at that location, the parties will park four spaces from each other, the party receiving the child will stay in their car, and the party giving the child will bring the child over to the car and buckle them in, so long as the child needs assistance. Neither party shall communicate with the

other party during exchanges. If the minor child is attending school or daycare, the exchange of the minor child shall take place at the school or daycare when school is in session.

- e. The child's regular school hours shall not be interrupted for parent-time.
- f. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the child, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.
- g. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-order.
- h. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parents shall be entitled to attend and participate fully.
- i. Both parents shall have unlimited access to the child's school, including full access to all school reports, homework, teachers, and other school staff.
- j. Both parents shall have unlimited access to all records concerning the child, including medical records.
- k. Each parent shall notify the other parent immediately in the event of a medical emergency regarding the child.
- l. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.

m. Each parent shall enjoy telephone, skype, video conference, email, letters, or other alternative forms of contact with the child upon request, at reasonable times and places considering the child's bedtimes and the other parent's needs.

34. The parents also adopt and agree to follow these principles.

- a. We agree to create a new co-parenting relationship based on trust and respect.
- b. We agree to create a cooperative co-parenting relationship.
- c. We understand we are creating a new relationship from this point forward.
- d. We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
- e. We recognize that the child's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
- f. We agree to treat each other as we would like to be treated.
- g. We agree to be flexible to build goodwill with each other.
- h. We agree to communicate frequently regarding the best interests of the child and to return telephone calls promptly.
- i. We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
- j. We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.
- k. In our communications, we agree to not put down or otherwise show disrespect to the other parent as long as the communications are respectful and productive.

- l. We understand that we will share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.
- m. We recognize that the child have extended family relationships and agree to accommodate our co-parent's reasonable requests to take the child to special family events.
- n. We understand that the child will grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.
- o. We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.
- p. We agree that we will focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem or issue. We understand it is helpful to share ideas and research as we work toward a resolution.
- q. We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if a child has a problem with one parent, then the child and that parent alone should solve the problem.
- r. We agree not to use the child as messengers or problem solvers.
- s. We agree to allow the child to love both parents.
- t. We recognize that as the child grows older, their friends, school, and extracurricular activities will become more significant in their life. Consequently, it is

helpful to have the child provide input to our time-sharing schedule and design ways to ensure meaningful time with both parents.

u. We recognize that at times the child may not enjoy going back and forth between homes because it interrupts their life. We agree to be supportive of the child spending meaningful time with both parents according to our time-sharing schedule and to enforce, encourage and support the time-sharing schedule. If the child expresses a strong desire to skip a time-sharing opportunity, the child and the parent involved should work through the issue one-on-one and arrange substitute time wherever possible.

v. We agree to discuss discipline problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front, the child will feel more secure and will not play one parent against the other.

w. We recognize that we have strengths and weaknesses. Each is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the child by healing our feelings and choosing to be respectful to the other parent.

x. We recognize that contention, and especially litigation, between us can cause the child to suffer emotional and behavioral problems. We agree to use our best efforts to resolve differences and solve problems without the need for litigation.

y. We agree to be courteous and respectful when exchanging the child.

z. We agree to discuss any financial issues or other significant issues at another time away from the child.

35. Right of First Refusal. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for the minor child over any other third party (i.e., surrogate care) if the parent responsible for the minor child is not available overnight during their parent-time and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent the minor child from having sleepovers with friends and family when the parent exercising parent-time is still available.

36. Mutual Restraining Orders. The parties are restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. The parties are restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

37. The parties are restrained from bothering, harassing, annoying or attempting to bother, harass, or annoy the other. The parties should also not appear at the other party's residence or location of employment without invitation.

38. Mother is hereby restrained and enjoined from taking any action that interferes with Father's current or future employment.

39. The parties are restrained from making comments, posts about or sharing photos of the other party or this litigation on social media including, but not limited to, Facebook, Instagram, Snap Chat, etc.

40. Father is hereby restrained and enjoined from intentionally interfering with Mother's efforts to pursue any lawful avenue to maintain her immigration status in the United States.

41. Communication. The parties shall discontinue using Our Family Wizard and shall use a new communication app for all communications. Father shall select the new app provider, using best efforts to select an app that is free or costs less than Our Family Wizard, and shall notify Mother of his choice. The parties shall divide any cost of the communication app equally.

42. The parties shall be expected to restrict their communication to reasonable times and shall limit such communication to effectuating the terms of this agreement, orders of the court, or issues related to the parties' child. In the event of an emergency, the parties may communicate with each other via telephone.

43. Individual Therapy. Mother shall remain in individual therapy.

44. Immigration Status. Mother shall provide Father with timely, reasonable information regarding any changes in her immigration status.

CHILD SUPPORT

45. The parties should pay child support in compliance with the Uniform Child Support Guidelines. Father's monthly income is \$6,397.97, and Mother's monthly income is \$7,625.00 for the purposes of calculating child support. Mother's guideline child-support obligation is \$729.00 per month. Mother shall pay \$558.00 per month while the \$171.00 monthly America First loan credit described below is being timely paid and applied. This obligation shall begin on September 1, 2026, so long as Mother remains current on the mortgage and HOA payments as agreed in the parties' partial stipulation executed on April 20, 2026, and outlined below.

46. Child support for each child shall terminate at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Section 78A-6-801 and based on the combined support amount as derived from the parties' imputed income to be determined by the court.

47. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

48. If the obligor parent is thirty (30) days late, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11, Parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child

support shall be due on the first day of each month and delinquent on the first day of the following month.

49. Any Office of Recovery Service fee(s) shall be paid by the parent opening the case.

50. Each party shall notify the other within thirty (30) days of any change in monthly income or change of employment.

51. Child support shall be automatically re-evaluated when the parent-time schedule changes, with the parties' updated incomes calculated based on the prior two years of tax filings and the updated number of overnights.

52. Mother shall receive a monthly \$171.00 credit against her \$729.00 guideline child-support obligation for Father's one-half share of the \$342.00 monthly America First loan payment, reducing Mother's monthly child-support payment to \$558.00 while Mother timely makes the required America First loan payments. Upon payment in full of the America First loan, or if Mother fails to timely make a required America First loan payment, the \$171.00 credit shall cease and Mother's full \$729.00 monthly child-support obligation shall resume.

MEDICAL AND OTHER EXPENSES/CREDITS

53. Division of Accounts. Pursuant to Utah Code § 15-4-6.7, each party will elect for dental, medical, and school expenses to be created in separate billing accounts

54. Health Insurance/Expenses. Father shall maintain the child on Father's available medical, dental, and vision insurance, so long as it is available at a reasonable cost. Mother shall reimburse Father for one-half of the child-specific premiums actually paid by Father and one-half of the child's reasonable and necessary uninsured medical, dental, vision, psychological, and psychiatric expenses. A parent incurring a reimbursable expense shall provide written

verification of the cost and payment within thirty (30) days after payment, and the other parent shall reimburse that parent within thirty (30) days after receiving the verification. Unless otherwise agreed in writing, the parties shall use in-network providers whenever possible.

55. Child Care. Each party shall be responsible for any and all child care expenses incurred during their parent time unless the parties agree in advance on reimbursement for certain childcare expenses.

56. Other Child Expenses. The parties shall split the costs of the child's expenses including school fees, school lunches, clothing, etc. with MOTHER paying fifty percent (50%) and FATHER paying fifty percent (50%). Reimbursement for these expenses will be completed consistent with medical expenses as described herein.

57. Extracurricular Activities. The parties shall meet and confer regarding extracurricular activities. If the parties agree in writing to an activity, they shall share its cost equally and use their best efforts to ensure the child's attendance during their respective parent-time. If the parties do not agree, the parent who wants the activity shall bear its cost and arrange for the child's attendance during that parent's parent-time; the other parent is not obligated to pay for or transport the child to the activity during the other parent's parent-time.

58. Child Tax Credit/Exemption. For tax purposes (State and Federal) the parties will rotate who will claim the child with Mother claiming the child in odd-numbered tax years and Father claiming the child in even-numbered tax years.

59. The "tax year" refers to the year preceding the year in which the tax return is filed.

60. In the event that Mother is not current on her child support obligations as of December 31st of a tax year, Mother waives her right to claim the tax credit/exemption for the minor child for that tax year.

61. Gabb Watch. The parties will equally divide the cost of the Gabb watch for the child and related subscriptions.

DIVISION OF ASSETS AND LIABILITIES

62. Real Property. Father previously vacated the marital residence at 11398 S. Lake Run Road, South Jordan, Utah. Father executed a Quit Claim Deed transferring his interest in the marital residence to Mother on April 28, 2026, and provided the executed deed to Mother or Mother's counsel. Upon execution of the Quit Claim Deed, Mother remitted the April 2026 mortgage payment for the marital residence.

63. Effective on April 10, 2026, Mother assumed full ownership of the marital residence and full liability for all mortgage payments, utilities, costs, and financial obligations related thereto from that date.

64. Mother shall have twenty-eight (28) months from the entry of this Decree to refinance the mortgage on the marital residence into her name alone and to remove Father from any obligation on the existing mortgage.. Mother shall make all mortgage and HOA payments timely during this period and shall indemnify and hold Father harmless from any liability arising from the mortgage or HOA. If Mother does not complete the refinance and remove Father from the existing mortgage within the twenty-eight (28)-month period, the marital residence shall be listed for sale. The parties shall share equally the costs of sale and any mortgage deficiency. After payment of the costs of sale and the mortgage, any remaining net sale proceeds shall be divided equally.

The parties shall mutually select a licensed real estate agent with whom neither party is affiliated. If the parties cannot agree on an agent, each party shall submit up to two licensed, unaffiliated agents to the Court for selection.

65. Offset and Waiver of Past Child Support and Childcare Payments. The parties agree to offset all past-owed child support and childcare obligations in consideration of Mother's contributions to the parties' joint account covering the March 2026 mortgage payment and HOA fees to bring the mortgage current through the April 20, 2026 stipulation of the parties.

66. All past child support and childcare amounts owed by the parties through April 20, 2026, are deemed satisfied by offset.

67. The parties agree to waive and suspend all of Mother's child support and childcare obligations through August 31, 2026, so long as she remains current on the mortgage and HOA payments.

68. Financial Accounts. During the course of the marriage, both parties obtained interest in or contributed marital funds to joint financial accounts. The parties have closed or shall close all joint or shared financial accounts and equally divide any monies therein.

69. Method of Shared Payments. Mother shall make all required payments to Father under this agreement via Venmo or Zelle each month, including but not limited to the America First loan payment of \$342.00 per month, the child's expenses, and any other obligations described in this Decree.

70. Separate Accounts and Debts. Except as otherwise provided herein, each party shall be awarded their separate financial, investment, and retirement accounts titled in each party's own name. Except as otherwise provided herein, each party shall be solely responsible for his or her

own debts incurred individually, and shall indemnify and hold the other party harmless from any liability arising from such debts.

71. Personal Property. Prior to and during the course of the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items. On or about April 20, 2026, Father provided Mother with a written list identifying all furniture and personal property items that Father desired from the marital residence, which list could not include the television or TV stand, which shall remain in the marital residence. Based on that list, the parties have made or shall make good-faith efforts to divide the property. If there is a dispute regarding items, the parties shall participate in good-faith negotiations with a neutral third-party/mediator.

72. Items Needing Repair. On or about April 20, 2026, Father provided Mother with a written inventory of all items in the marital residence that are non-functional or in need of repair, including but not limited to appliances, lighting fixtures, shower(s) and sink(s). Upon receipt of the list, the parties shall cooperate in good faith to determine and allocate responsibility for the repair or replacement of each identified item.

73. Titled Vehicles/Assets. During or before the marriage, the parties obtained interest or ownership of certain vehicles. Each party shall retain ownership of the vehicle(s) currently in his or her possession or titled in his or her name, free and clear of any claim by the other party. Each party shall be solely responsible for any debt, insurance, maintenance, and costs associated with his or her vehicle(s).

74. America First Loan. Mother shall be responsible for the \$342.00 monthly payment on the America First Credit Union loan. That payment includes Father's one-half share of the loan

obligation, which is \$171.00 per month. So long as Mother timely makes each required \$342.00 loan payment, she shall receive a \$171.00 monthly credit against her \$729.00 child-support obligation, reducing her monthly child-support payment to \$558.00. If Mother fails to timely make a required loan payment or the loan is paid in full, the \$171.00 credit shall cease and Mother's full \$729.00 monthly child-support obligation shall be due and payable.

75. Alimony. The parties agree that each party has the ability to pay for their own reasonable and necessary expenses. Each party expressly waives any claim to alimony in this matter.

ADMINISTRATIVE PROVISIONS

76. Duty to Sign Documents. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

77. Attorney Fees. The parties should be responsible for their own attorney's fees in this action.

SO ORDERED.

SIGNED BY THE COURT

As indicated by the electronically added seal and date atop page 1.

HONORABLE JUDGE LAURA SCOTT

THIRD DISTRICT COURT

Notice Pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure, that this proposed Order shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

Dated: September 10, 2026

/s/ Samantha Frazier

APPROVED TO FORM:

Qing Wen
Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 18th day of September, 2026 to the following:

Qing Wen
Respondent
11167 S. Del Andrae Ln.
South Jordan, UT 84095
tsingwen08@gmail.com

() U.S. Mail, Postage Prepaid
() Hand Delivered
() Facsimile Transmission
(x) Email/EFILE
() Overnight Mail

/s/Stephanie Christiansen