



JACLYN J. ROBERTSON (11951)
RACHEL K. LOW (19603)
JR LAW GROUP, PLLC
244 WEST 4860 SOUTH
SALT LAKE CITY, UTAH 84107
TELEPHONE: (801) 297-8545
EMAIL: jrobertson@jrlawgroup.com
rlow@jrlawgroup.com

Attorneys for Benjamin A. Neibaur - Respondent

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

In the Matter of the Marriage of:

HOLLY ANN NEIBAUR,
Petitioner,

And

BENJAMIN ALEXANDER NEIBAUR,
Respondent.

DECREE OF DIVORCE

Case No.: 244906058 DA
Judge: Richard Pehrson
Commissioner: Joanna Sagers

This matter comes before the Court for final entry of a Decree of Divorce. The parties have stipulated to the Order, and the Court now enters the Decree of Divorce as follows:

DECREE OF DIVORCE

1. The parties are granted a Decree of Divorce upon the grounds of irreconcilable differences, the marriage between Holly Ann Neibaur and Benjamin Alexander Neibaur is hereby dissolved, and the parties are hereby free and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

CHILD CUSTODY AND PARENT-TIME

2. Child Custody. The parties shall share joint legal and physical custody of their four minor children, as outlined in the following Parenting Plan.

Parenting Plan

3. Patty Martinez has been the Family Systems Therapist for the parties, and shall continue until Ben and Holly mutually determine that it is no longer necessary. The parties shall equally share the costs associated with Ms. Martinez's services. Ms. Martinez's role shall not be safe harbor.

4. Brent Hall has been the children's private Guardian ad Litem ("PGAL"). The parties no longer require the PGAL's ongoing involvement at the present time, and the PGAL may be released from the case upon entry of the Decree. However, if a serious issue arises involving the children and either party requests the PGAL's involvement, the PGAL shall be reinitiated and retained to address that issue, subject to the PGAL's availability or further order of the Court. The parties shall equally share the costs associated with the PGAL's services. E.J.N. and C.H.N. shall participate in play therapy with Bekah Gardner, C.S.W., as recommended by Ms. Gardner, and provided Ms. Gardner continues to be included in Holly's health insurance plan. C.C.N. and G.B.N shall participate in individual therapy. Both parties will encourage all the children to participate in therapy, and shall cooperate in incorporating the Family Systems Therapist, Patty Martinez. Therapy shall continue until both parties agree otherwise in writing. Play therapy and individual therapy for the children shall be safe harbor, meaning focused on treatment rather than gathering evidence in a forensic manner or to be used by either party in court. The play and individual therapists shall be permitted to speak freely with the parents, at the therapists' own discretion if the therapists so choose and to the extent they so choose. Neither party may subpoena records from the play or individual therapists or compel the therapists to give testimony or appear in court. The parties will equally share the costs associated with therapy for the children.

5. The parties shall share parent-time of G.B.N., C.C.N. and C.H.N. as the parties may agree. However, if they cannot agree, the parties will follow the equal parent-time provisions under Utah Code § 81-9-305, with Ben having C.C.N. and C.H.N. on Monday and Tuesday overnights and Holly having them on Wednesday and Thursday overnights, and alternating weekends. Until Ben's Kamas build-out is complete, if Ben is working in Kamas on any given Friday, Holly shall have Friday overnight with the children for that week. Once Ben's Kamas build-out is complete, the schedule shall revert to the equal parent-time schedule set forth above unless the parties agree otherwise in writing.

6. Ben's parent-time with their youngest child (E.J.N.) shall continue as the noncustodial parent's schedule found in Utah Code § 81-9-303 with Tuesday being Ben's weekly overnight. E.J.N.'s parent-time shall shift to the equal time as the parties agree, or pursuant to Utah Code § 81-9-305 as of the end of the school year 2027, unless the parties agree otherwise in writing.

7. Holiday parent-time shall be consistent with Utah Code §81-9-303, with Ben following the holiday schedule of the noncustodial parent. Extended Summer parent-time shall be pursuant to Utah Code §81-9-305, Holly shall have first pick for even-numbered years and Ben shall have first pick for odd-numbered years, beginning in 2027. The party who has the first pick shall designate his/her summer parent-time by January 15th, the other party shall then be able to designate his/her summer parent-time thereafter. Failure to timely designate summer-parent time does not constitute a waiver of summer parent-time. Holiday parent-time takes precedence over summer parent-time designations and regular parent-time, and summer parent-time designations takes precedence over regular parent-time. The children's sports schedules and athletic commitments are important, and each party shall make best efforts to give priority to those

commitments when planning holidays, extended parent-time, trips, and vacations. Each party shall be mindful of the children's sports schedules and shall make best efforts not to schedule travel or other activities in a manner that interferes with, undermines, or places the children's athletic commitments at risk.

8. The parties may alter their parent-time schedule as they agree in writing, and such changes are preferable to seeking judicial resolution of issues.

9. Parent-time exchanges shall take place at the minor children's schools when school is in session. When school is not in session, all exchanges shall take place at Bellevue Park. If an exchange must occur at either party's residence, the exchange shall be curbside, and the parties shall remain in their respective vehicles during pickup and drop-off, with the parent ending parent-time dropping off the children at the receiving parent's residence. Child exchange times shall be without tension or contention for the minor children's benefit. The parties shall be courteous and respectful when exchanging the minor children and shall defer discussing any disputes until a time and place outside of the minor children's presence.

10. In the event either party is unable to exercise parenting time overnight, that parent shall first offer the other party the right of first refusal to care for the child(ren) during that time before making alternative childcare arrangements. If a parent is unable to pick up the children from school or begin parent-time as scheduled because of work or another commitment, and the delay will exceed two (2) hours after school, the other parent shall be given the first opportunity to pick up and care for the children until the delayed parent is available. Once the delayed parent is available, the parties shall exchange the children at Bellevue Park unless otherwise agreed in writing. However, if the delayed parent is not available until after 8:30 p.m., the children shall

remain with the other parent overnight, and the delayed parent shall pick up the children the following day and resume the regular parent-time schedule.

11. Each parent shall have free and open access to all information regarding the children, including medical records, school records, etc. This means, among other things, that both parents are fully entitled to contact the children's schools, doctors, therapists, daycare providers, church leaders, etc. to obtain information about the children. Each parent shall execute any releases necessary to allow the other parent access to such records relating to the minor children.

12. Each parent shall provide the other with his/her current address, telephone number, and email address, and shall notify the other of any changes thereto within 24 hours.

13. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

14. Whenever a party travels outside Utah or overnight with one or more of the minor children, all of the following must be provided to the other party in advance of the travel:

- (a) an itinerary of travel dates,
- (b) addresses of destinations,
- (c) places where the child and traveling parent can be reached, and
- (d) if the traveling parent is not going to be reachable per their usual contact information, the name and telephone number of an available third person who has knowledge of the child's location.

15. The minor children's passports, birth certificates, Social Security cards, and other important identifying documents shall be maintained in a safe deposit box to which both parties shall have reasonable access. The parties shall cooperate in good faith to establish the safe deposit

box together, and each party shall have all keys, combination codes, access credentials, and other information necessary to access the safe deposit box. Ben shall be solely responsible for the cost of maintaining the safe deposit box.

16. Each parent shall provide the other with at least thirty (30) days' advance notice of any planned international travel with the minor children. The parties shall cooperate in providing access to the children's passports and other necessary travel documents for such travel. Neither parent shall unreasonably withhold, delay, or interfere with the other parent's access to any passport, travel document, or identifying document needed during that parent's authorized parent-time or for approved travel with the children.

17. The parties shall cooperate in the renewal or issuance of any child's passport and shall equally share all associated costs. The parties shall take all actions reasonably necessary to renew or obtain a child's passport no later than six (6) months before the passport's expiration date. Upon completion of any travel or use, all original passports, birth certificates, Social Security cards, and other important documents shall be promptly returned to the safe deposit box.

18. Each parent shall have the children ready to be picked up or dropped off on time at the appointed hour, and further shall be entitled to pick up or drop off the children at their school or daycare provider.

19. The parties shall refrain from directly or indirectly using the children as a means of communicating with each other or otherwise placing the children in the middle of any disputes between the parties.

20. The parties shall be restrained from disparaging one another to the children or in the children's presence, or allowing others to do the same. The parties shall remove the children from the presence of any third party who is disparaging the other parent to or in front of the children.

21. Neither party shall engage in conduct intended or reasonably likely to alienate the children from the other parent or to undermine, poison, or damage the children's affection for, relationship with, or respect for the other parent. The parties shall not involve the children in adult disputes, litigation issues, financial matters, parenting disputes, or other matters that are not appropriate for the children. Each party shall affirmatively support the children's relationship with the other parent and shall refrain from words, conduct, or omissions that place the children in the middle of the parties' disputes or cause the children to feel responsible for choosing sides.

22. The parties shall only use Our Family Wizard to communicate with each other. Communications shall be limited to issues related to the children's schedules, logistics, health, education, and activities. Each party shall pay their own fee for Our Family Wizard. The parents shall be civil and polite in all of their communications with one another (whether those communications are private or in public), and shall avoid profanity, rudeness, and name-calling. Communications shall not be excessive, repetitive, harassing, or sent for the purpose of pressuring, provoking, or burdening the other parent. The parents' communications shall focus on the children, and shall avoid personal attacks or dredging up the past. Each party shall be prohibited from publicly disparaging the other party.

23. Each parent shall notify the other parent within 48 hours or as soon as reasonably possible of receiving notice of all significant school, social, sports, community, extracurricular, and church functions in which a child is participating or being honored, and the other parent shall be entitled to attend and participate fully. If a parent already knows about an event or independently receives notice, the other does not have to provide duplicative notice. Likewise, no separate notice shall be required if the event is posted on the child's school website, TeamSnap, GameChanger, or another school, team, sports, or activity platform to which both parents have access.

24. Each parent is entitled to reasonable, unmonitored, and uncensored telephone, text message, email, and virtual contact with the children when they are with the other party.

25. Each parent may make decisions regarding the day-to-day care of the children while that parent is exercising parent-time. If an emergency arises, the party exercising parent-time has the authority to make emergency decisions affecting the health or safety of the children. That said, the party exercising parent-time during an emergency shall use his/her best efforts to inform the other party of the emergency promptly and will advise and consult with the other party regarding emergency medical treatment of the children. Either parent may be present if there is an emergency with the child. During each parent's respective parent-time, that parent shall be responsible for ensuring that the children have a safe and appropriate transportation plan to and from school, activities, and other commitments. Each parent shall communicate any necessary transportation plan or route to the children in an age-appropriate manner.

26. In the event the parties cannot agree on an issue related to the welfare, education, medical care, dental and orthodontic care, mental health care, and religious training of a minor child, the parties shall make good-faith efforts at resolving any issues together via productive and respectful communication. If, after making good-faith efforts to resolve the issue on their own, the parties still disagree, the parties will then consult the appropriate professional with expertise in the subject matter (e.g., the child's pediatrician for medical issues, the child's therapist for mental health issues, the child's teacher or school administrator for educational issues, etc.). If the parties still disagree, they shall then participate in mediation in good faith with a mutually agreed upon mediator, sharing the costs equally. If mediation does not resolve the dispute, Holly shall have interim decision-making authority on the disputed issue, subject to Ben's right to object by filing an appropriate motion with the Court within three (3) days after mediation concludes. If Ben does not

timely file an objection with the Court within that three-day period, he shall be deemed to have waived his objection to Holly's interim decision on that issue. If the matter is one of urgency, the parties may bypass mediation, and Holly shall have interim decision-making authority pending further agreement of the parties or order of the Court, subject to Ben's right to seek judicial review. The parties shall advise and consult with one another regarding the children's schooling and daycare. The parties agree that they shall equally share all costs and responsibilities associated with the children's historical extracurricular activities, which include lacrosse, football, basketball, track, mountain biking, speed and agility training, and soccer, including but not limited to registration fees, participation fees, uniforms, equipment, gear, training costs, tournament fees, and other reasonable activity-related expenses. With respect to any new extracurricular activities proposed after the execution of the Agreement, the parties will only be required to equally share the costs if both parties mutually agree in writing to the activity. The parent who pays an extracurricular or activity-related expense shall provide written verification of the cost and payment to the other parent within thirty (30) days of payment, and the other parent shall reimburse his or her one-half share within thirty (30) days of receiving verification. The parties shall jointly encourage the children in their extracurricular pursuits and shall each make reasonable efforts to ensure that the children are able to participate fully, including providing necessary transportation and support during their respective parent-time.

27. Respecting the possibility of relocation, the parties shall give one another a minimum of 60 days advance written notice if they plan to move out of state or more than 50 miles away from their current residence. Utah Code Section 81-9-209 also shall apply. It is in the minor children's best interests to remain enrolled in their current schools, feeder schools, and school

district absent the parties' mutual written agreement or further order of the Court. Holly shall be designated as the residential parent for school-enrollment purposes only.

28. If one parent fails to comply with a provision of this parenting plan, the other parent's obligations under this parenting plan are not affected.

End of the Parenting Plan.

29. Child Support. Child support shall be as follows:

a. Base Child Support. Base child support shall be calculated allocating 183 overnights per year to Holly and 182 overnights per year to Ben, using \$37,419 for Ben's gross monthly income and \$5,000 for Holly's gross monthly income. Using a joint physical custody child support worksheet for four children, Ben shall be obligated to pay Holly base child support in the amount of \$2,511 per month, due and payable on the fifth day of each month as part of the combined monthly support payment set forth below, starting July 1, 2026. The income of the party paying base child support is subject to immediate withholding by the Office of Recovery Services in accordance with Utah Code Title 62A Chapter 11.

b. When G.B.N. reaches the age of majority or graduates from high school, whichever occurs later, the child support obligation shall be \$2,211 per month.

c. When C.C.N. reaches the age of majority or graduates from high school, whichever occurs later, the child support obligation shall be \$1,907 per month.

d. When C.H.N. reaches the age of majority or graduates from high school, whichever occurs later, the child support obligation shall be \$1,216 per month.

e. The child support figures set forth above shall be used to identify the child support portion of the parties' agreed combined child support/alimony payment. The

remaining amount of the combined support payment shall be treated as alimony, as further set forth below.

f. Health Insurance. Holly is currently providing the medical, vision and dental insurance coverage for the parties' minor children. So long as it is available through her capacity as a school board member, she shall continue to provide said coverage, and the parties shall equally share the cost thereof in accordance with Utah Code Section 81-6-208. The party providing coverage shall send verification of coverage to the other party upon initial enrollment of the children, and after initial enrollment on or before January 2 of each calendar year. The party providing coverage shall notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change.

g. Non-Covered Medical Expenses. The parties shall equally share the cost of the children's non-covered medical expenses in accordance with Utah Code Section 81-6-208. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment, and within 30 days of receiving verification, the other parent must reimburse the first parent 50% of the expense. 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 the 30-day notice requirement set forth herein. The phrase "medical expenses" is intended to be interpreted broadly and shall include: physical healthcare, mental healthcare, vision, eyewear, orthodontia, dental, and preventative care.

h. Ben shall not request reimbursement from Holly for any orthodontic work that is not covered by insurance that he performs on the children.

i. Childcare. Each party shall be individually responsible for payment of childcare used during his/her own parent-time. Neither party shall be responsible for reimbursing the other party for any childcare expenses.

j. School Fees. The parties shall equally share the costs of the children's required school fees. This does not obligate the parties to send their children to private school.

k. Termination & Adjustment. Child support terminates for each child when he/she reaches 18 years of age or the child's normal and expected date of graduation, whichever occurs later, or if the child passes away, marries, becomes a member of the U.S. armed forces, or becomes emancipated in accordance with Title 80, Chapter 7 of the Utah Code. When child support terminates for a minor child, the amount of base child support shall automatically adjust downward using the gross monthly incomes set forth above, starting the month following the month of the child's 18th birthday, graduation date, or other terminating event as listed above. The preceding sentence, however, does not bar either parent from seeking court review of child support as standard under Utah Code Section 81-6-212.

30. Alimony. Ben shall pay Holly combined monthly financial support (base child support plus alimony) of \$7,000 beginning July 2026 for the first two (2) years, followed by combined monthly financial support of \$6,000 for the next six (6) years.. Thus, alimony each month shall be the difference between base child support as stated above and the applicable combined support figure for that period. Thus, while there are four minor children, the base child support shall

be \$2,511 /month and alimony shall \$4,489 per month during the first two (2) years when the combined support payment is \$7,000, and \$3,489 per month during the following six (6) years when the combined support payment is \$6,000.. Then, when G.B.N. ages out, base child support shall automatically drop to \$2,211 per month while alimony shall automatically increase to the amount necessary to maintain the applicable combined support payment then in effect.. Then, when C.C.N. ages out, base child support shall automatically drop to \$1,907/month while alimony shall automatically increase to the amount necessary to maintain the applicable combined support payment then in effect.. Then, when C.H.N. ages out, base child support shall automatically drop to \$1,216/month while alimony shall automatically increase to the amount necessary to maintain the applicable combined support payment then in effect. For avoidance of doubt, the combined child support/alimony payment shall remain \$7,000 per month for the first two (2) years and \$6,000 per month for the following six (6) years, unless otherwise modified as expressly permitted herein. The final Decree shall identify the portion of the combined child support/alimony payment attributable to guideline child support and the portion attributable to alimony, consistent with the applicable child support worksheet and the parties' agreed support structure. Alimony shall terminate no earlier than eight (8) years after commencement of the first monthly payment (August 2034), upon which alimony shall automatically terminate. The payments set forth in this paragraph shall not be modifiable by either party for eight years irrespective of the language outlined in Utah Code Section 81-4-504, except that alimony shall only terminate sooner in the event of either party's death, Holly's cohabitation, or Holly's remarriage (in which case base child support would remain static and not increase based on this early termination of alimony). Given that these terms include substantial financial compromises by both parties, neither party may seek a frivolous modification of the support terms. Any modification shall be limited to exceptional circumstances only, and only

if: (a) due to catastrophic events outside Ben's control, his income is materially and substantially reduced, and the reduction is not temporary in nature; (b) Ben becomes incapacitated from gainful employment; (c) the incapacity is supported by competent medical documentation; or (d) Ben's income substantially increases, in which case Holly may seek a modification of only the child support/alimony portion of the monthly payment.

31. Businesses. Ben shall be awarded all businesses, Neibaur Family Orthodontics and Salt City Orthodontics, including all of the businesses' debts and liabilities (including, but not limited to, lines of credit, business loans, business taxes, credit cards or other liabilities used for business purposes, and related debts and liabilities), and assets (including, but not limited to, equipment, inventory, patient data, employee data, marketing materials, financial accounts, computer systems, software, electronic files, email and other electronic accounts, and trade secrets), and he shall defend, indemnify, and hold harmless Holly from the same. Ben shall also be solely responsible for, and shall indemnify and hold Holly harmless from, any and all business-related tax obligations, including payroll taxes, penalties, interest, audit issues, underpayments, or other liabilities associated with the businesses, whether arising now or in the future and regardless of tax year. The parties shall cooperate to execute any documents necessary to effectuate the terms of this provision. He's responsible for all of his payroll taxes if there are any issues or liabilities, etc.

32. Real Estate The parties do not own any real property. The parties' former marital residence has been sold, and the proceeds held in escrow shall be divided as part of the global property settlement set forth below.

33. Global Property Settlement & Escrowed Funds. The financial provisions in this provision constitute a global property settlement resolving all financial aspects of the marriage, including but not limited to their respective interests in business assets, personal property, bank

accounts, debts, liabilities, and the proceeds from the sale of the marital home. This settlement is intended to be full, final, and comprehensive, and incorporated into a final Decree of Divorce as to all property and financial matters between the parties.

- a. Escrowed Funds. Approximately \$865,000 is currently held in escrow from the sale of the parties' marital home. Holly shall be entitled to withdraw \$575,000 as her share of the equity as part of this global property settlement. Ben shall be entitled to the remainder of the funds in escrow. The parties may withdraw their respective shares immediately upon execution of the Agreement. The withdrawal of the escrowed funds constitutes part of the agreed upon property settlement but is not subject to the payment-default enforcement mechanisms described below, as it is to be disbursed immediately and in full. The \$575,000 distributed to Holly from escrow reflects, in part, Ben's assumption of all debts and liabilities associated with the orthodontic practices, including practice loans, lines of credit, business credit card balances, and any other related financial obligations, whether in any business entities name or his own individual name.
- b. Additional Property Settlement. Beyond and in addition to the \$575,000 paid from escrow, Ben shall pay monthly installments of \$6,000 to Holly for eight (8) years. Ben may, at his sole election and without penalty, prepay all or any portion of the remaining balance at any time, and as a lump sum. This property settlement obligation is nonmodifiable and shall be due on the fifth day of each month, beginning July 2026.
- c. Judgment, Enforcement, and Default. The property settlement obligation shall be deemed a judgment debt, shall be incorporated into the Decree of Divorce, and shall

be enforceable as a judgment of the Court. If Ben fails to make any monthly payment when due, fails to tender payments in good faith, or otherwise interferes with or delays Holly's receipt of the payments:

- i. All unpaid amounts shall accrue post-judgment interest at the statutory rate until paid in full;
- ii. Holly may seek immediate judicial enforcement, and the Court shall retain full and continuing jurisdiction to use any and all enforcement remedies available under law, including but not limited to contempt, supplemental proceedings, garnishment, income withholding, forced liquidation of an asset, and any other remedy deemed necessary to secure payment;
- iii. Upon a finding of default, the Court shall impose a lien in favor of Holly on Ben's business and any ownership interests therein, which shall remain in place until the judgment, including interest and any Court-awarded fees, is satisfied in full; and
- iv. If Holly is required to pursue enforcement due to Ben's nonpayment, obstruction, or delay, she shall be entitled to an award of her reasonable attorney fees and costs incurred in obtaining compliance or collection.
- v. All monthly payments shall be paid by direct deposit to Holly on or before the fifth day of each month. If any payment is not timely made, the Court may consider late fees, penalties, or any other appropriate enforcement remedy in addition to the remedies set forth above.

34. Financial Accounts. The parties have no joint bank accounts, other than accounts set up for the Businesses, which are awarded to Ben along with the Businesses. Each party shall be

awarded all their personal financial accounts, including bank accounts and retirement accounts, in his or her individual name. All My529 college savings accounts, bank accounts, and investment accounts and all funds therein, held for the children and/or in their respective names (including adult children) shall be given and dispersed to the children, shall remain in the names of the children and be used solely for the children's benefit. Each party shall be given and have equal authority to access and manage all of these accounts, until such time as the any account funds are dispersed to the children. No transactions or disbursements shall occur without the mutual written consent of both parties.

35. Retirement Assets. The parties each maintain an individual retirement account with Betterment. Each party shall retain the retirement account held in their respective names as their sole and separate property.

36. 2024 to 2026 Federal and Utah Income Taxes.

- a. The 2024 Federal and Utah Income Taxes have been filed and paid.
- b. For tax year 2025, the parties shall file their Federal and Utah Income Tax returns as "Married Filing Jointly". If Federal Taxes are filed Jointly, any Carryover Losses shall be used and if there is a Federal Income Tax liability, it shall be allocated based on the source of the income or liability giving rise to the tax obligation. Namely, Ben shall be solely responsible for any Federal or Utah tax liability, penalty, interest, audit issue, underpayment, or other obligation attributable to his personal income, the businesses, business income, payroll, payroll taxes, or any other business-related tax obligation, and shall indemnify and hold Holly harmless from the same. Holly shall be solely responsible for any Federal or Utah tax liability, penalty, interest, audit issue, underpayment, or other obligation attributable solely to her personal non-

business income.. Likewise, any Federal Income Tax refund shall be divided equally between the parties unless otherwise required by law.

- c. For the tax year of 2025, if the Utah Income Taxes are filed Jointly, Ben shall be solely responsible for the payment of all Utah Income Tax liabilities arising from such return. If Holly desires to file Individually, Holly shall be solely responsible for the payment of all Utah Income Tax Liabilities for both herself and Ben.
- d. For tax year 2026, Ben shall be solely responsible for his quarterly estimated tax payments for 2026, and parties shall file separately. Ben shall remain solely responsible for all business-related tax obligations and income therefrom for 2026 and all future tax years, including any penalties, interest, audit issues, or underpayments associated with the businesses.

37. Income Tax and Dependency Exemption. For the tax year of 2026, Ben shall be entitled to claim all of the minor children as tax exemptions.

38. Beginning in 2027, the parties shall allocate the tax dependency exemptions for their four (4) minor children according to the number of children who remain eligible each year. While all four (4) children remain eligible, each party shall claim two (2) children. When three (3) children remain eligible, the parties shall alternate annually which parent claims two (2) children and which parent claims one (1) child, beginning with Ben designated to claim two (2) children in the first such year and switching each year thereafter until only two (2) children remain eligible. When two (2) eligible children remain, each party shall claim one (1) child. When only one (1) eligible child remains, the parties shall alternate annually which parent claims that child, beginning with Ben designated to claim the exemption in the first such year and alternating each year thereafter.

39. For each tax year, either party may elect to purchase the other parties right to claim one or more of the minor child(ren) as dependent for federal and state income tax purposes by providing written notice to the other party no later than March 15 of the applicable tax year. The other party shall then prepare their federal and state income taxes no later than April 1, and provide written verification of the amount of the benefit they would receive to claim the child(ren) versus not claiming the children. The party wishing to purchase the tax exemption shall then confirm in writing that they will purchase the tax exemption and pay to the other party the amount of the benefit no later than April 14. Failure to provide timely notice of election, written consent or make payment shall constitute a waiver of the right to purchase the tax exemption for the tax year. Failure by the selling party to provide the required tax calculations or execute the necessary documents after payment are enforceable and subject to sanctions.

40. Life Insurance. Ben shall continue paying the premiums for the life insurance policy on his life with Cincinnati Life with Holly designated as the sole beneficiary until that policy ends or until Ben's child support obligation ends, whichever comes later. Ben shall continue paying the premiums for the life insurance policy on his life with New York Life with Holly designated as the sole beneficiary until that policy ends or until Ben's child support obligation ends, whichever comes later. These are term life insurance policies; the parties do not own permanent life insurance policies with cash or face values, which would be divided equally if such existed.

41. Motor Vehicles. Ben shall be awarded the 2027 Ford F-150,, the motorbikes and enclosed trailer, and Holly shall be awarded the 2021 GMC Yukon Denali and the 2021 Ford Bronco. Although the Ford Bronco shall be awarded to Holly as her sole and separate property, George shall retain possession of the vehicle, and Ben shall continue to insure the Ford Bronco and pay all costs associated with the Ford Bronco, until such time as George leaves on his mission or

otherwise no longer needs use of the vehicle. Thereafter, the Ford Bronco shall be available for Holly's use as she deems fit. Holly shall allow Cole to use the Ford Bronco, or alternatively shall arrange for Cole to have use of a comparable vehicle, as reasonably appropriate. The parties will cooperate to remove the other party from the title or loan of any vehicle awarded to that party herein within forty-five (45) days of the execution of the Agreement.

42. Personal Property. The parties already have divided their other items of personal property. Each party shall be awarded all items of personal property presently in his or her possession.

43. The parties shall fairly divide any airline miles or reward points.

44. Child-Related Expense Resolution Through August 31, 2026. Ben shall pay Holly the sum of \$7,000 to fully settle and resolve any and all child-related expenses incurred or claimed through August 31, 2026, including but not limited to extracurricular activity costs, school fees, uniforms, equipment, supplies, registration fees, activity-related travel, and any other child-related expenses subject to reimbursement or allocation between the parties. Upon payment of the \$7,000, neither party shall owe the other any further reimbursement, contribution, offset, or payment for child-related expenses incurred through August 31, 2026, except as otherwise expressly provided herein. Child-related expenses incurred after August 31, 2026 shall be governed by the parties' ongoing expense-sharing provisions.

45. Email Account. Ben shall be awarded the neibaurfamily@gmail.com email address. Holly shall cooperate in ensuring Ben alone has the login and password to this account. Neibaur Family Ortho Facebook Page and IG account—he will create a new one, not through Holly anymore.

46. Photos & Videos. The parties shall cooperate to ensure each party ends up with digital copies of all family photos and videos. But to be clear, each party shall be awarded his/her respective Apple and Google accounts and all associated digital content, and each party shall be responsible for his/her respective account. Neither party (nor either business) shall be responsible for the other party's digital accounts.

47. Children's Cell Phones. At his expense, Ben shall provide cell phones for the minor children when the parties mutually agree that it is developmentally appropriate. If there are safety concerns or related issues, and the parties disagree, they will consult with the child's individual therapist to resolve the dispute.

48. Mutual Restraining Order. The parties will continue to be subject to mutually binding restraining orders. Neither party shall discuss the divorce nor disparage the other to, or in the presence of, any of the parties' minor children. The parties shall not permit their adult children to discuss the divorce with the parties' minor children, or to disparage either party to, or in the presence of, the parties' minor children. The parties shall not disparage each other or the businesses, Neibaur Family Orthodontics or Salt City Orthodontics, to third parties, including customers, staff, and vendors. Neither party shall stalk, harass, threaten, intimidate, monitor, surveil, or repeatedly contact the other party in a manner intended or reasonably likely to cause fear, distress, disruption, or interference with the other party's privacy, employment, business, or personal relationships.

49. Debts. The parties have no joint debts in both of their names, other than Businesses' debts, which Ben is being awarded as provided above. Each party shall be responsible for any and all other debts that are in his or her own individual name. Each party shall be awarded all credit cards in his or her individual name, including all debts, obligations, and benefits associated with such credit cards. Respecting any other debts not described in this document, they shall be the sole

responsibility of the party who incurred the debt. If either party has incurred debts in the other party's name without the other party's knowledge, the person creating the debt shall be solely responsible for that debt. Regarding any debts and/or other obligations assigned to one party under the terms hereof, he or she alone shall be responsible for the same, and shall defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same. Both parties are entitled to provide notice to creditors respecting the division of debts between the parties, including a copy of the Agreement and the final divorce decree and findings of fact and conclusions of law arising herefrom.

50. Responsibility for Assets. Except as otherwise specifically provided herein, as to any and all assets awarded to a party under the terms hereof (including, but not limited to, real estate, business entities, vehicles, personal belongings, etc.), that party alone shall be fully responsible for all costs, liabilities, and/or obligations associated with such assets, including, but not limited to, debts, insurance costs, taxes, repairs, maintenance, upkeep, registration fees, etc., and he/she shall be ordered to defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same.

51. Restoration of Maiden Name. Holly shall be restored to her maiden name of Holly Ann Hayes if she so desires.

52. Legal Fees. Each party shall pay his or her own attorney fees and legal costs incurred herein through the date of entry of the Decree of Divorce.

53. Default. If either party defaults in his/her obligations stated herein, the party in default shall be liable to the other party for all reasonable expenses, including reasonable attorney fees and court costs, incurred in the enforcement of the obligations created by this document.

54. Full Disclosure. Each party represents and warrants that he/she has fully and completely disclosed to the other party all of his/her assets and liabilities of every kind and nature known to him or her as listed in their Financial Declarations (filed on June 30, 2025, Dkt. # 121, and July 1, 2025, Dkt. # 126). The parties further represent and warrant that there are no assets or liabilities that have not been disclosed in connection with the final settlement of this divorce matter. In the event one party has concealed any marital assets from the other party in the course of this divorce proceeding, the other party shall be entitled to reopen this divorce matter for the limited purpose of the other party being awarded the entirety of the concealed asset(s), and shall be entitled to recover his/her attorney fees and costs incurred in such action.

55. Cooperation. The parties shall be obligated to cooperate with each other and to perform in good faith all acts necessary to carry out the terms hereof, including but not limited to, matters relating to the transfer or award of debts, liabilities, assets, accounts, and funds. Unless a specific timeline is otherwise provided herein for the completion of a particular action or execution of a specific document, all such documents and actions shall be executed or completed within thirty (30) days following the entry of the Decree of Divorce.

*****COURT SIGNATURE AT TOP OF FIRST PAGE*****

APPROVED AS TO FORM:

Dated: September 21st, 2026

/s/ Ramzi Hamady

RAMZI HAMADY

Attorney for Holly Neibaur

**Electronically signed by Joanie
K. Low with permission of Ramzi*

Hamady

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Order was served by being emailed on the 10th day of September 2026 to the following parties. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

RAMZI HAMADY
Attorney for Holly Neibaur

JR LAW GROUP, PLLC

/s/ Joanie K. Low
Joanie K. Low
Attorney for Ben Neibaur

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of September 2026, I caused a true and correct copy of the foregoing proposed ***Decree of Divorce*** to be served on each of the following by the method indicated below:

E-MAIL:

JUSTIN HAMADY
Attorney for Holly Ann Neibaur – Petitioner

BRENT SALAZAR-HALL
Guardian Ad Litem

JR LAW GROUP, PLLC

/s / Owen Kendall

OWEN KENDALL

Paralegal for JR Law Group