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

In the matter of the marriage of:

JOSHUA B. KELSCH,

and

ADEENA B. KELSCH

DECREE OF DIVORCE

Case No. 264900868

Judge Amanda Montague

Commissioner Russell Minas

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Adeena Kelsch is awarded a Decree of Divorce from Joshua Kelsch on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

CHILDREN

1. **Minor Children.** There have been four (4) children born as issue of the marriage:

Minor Children's Initials	Month & Year of Birth
J.A.K.	November 2014
A.P.K.	January 2018
A.W.K.	February 2020
H.A.K.	September 2022

2. **1Custody.** The parties will share joint legal custody and joint physical custody of the minor children.

3. **Parent-Time.** Parent-time shall be as the parties agree. If the parties are unable to agree, Joshua's parent-time shall be as follows:

a. Midweek Parent-Time. Joshua is entitled to non-overnight midweek parent-time each Wednesday from 5:00 p.m. until 7:30 p.m. Joshua shall provide all transportation for his non-overnight midweek parent-time.

b. Weekend Parent-Time. Joshua shall exercise parent-time with the minor children three (3) weekends per month, beginning Friday at 3:00 p.m. and ending Sunday at 5:00 p.m. The parties shall cooperate in scheduling Joshua's weekend parent-time so that it does not conflict with his National Guard drill obligations. Joshua shall provide Adeena with written notice via email of his scheduled drill weekends at least thirty (30) days in advance, together with official military documentation showing the dates and times of the drill obligation. In the event Joshua receives notice that a scheduled drill weekend has changed, he shall provide Adeena with written notice and updated official military documentation within twenty-four (24) hours of receiving such notice. If Joshua's scheduled parent-time weekend conflicts with a drill weekend, the parties shall cooperate in good faith to designate an alternate weekend within the same month for Joshua to exercise his parent-time.

c. Holiday Parent-Time. The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over regular parent-time:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.

Father	Mother	President's Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	Spring Break 6:00 p.m. on the day that school is dismissed for Spring Break until 7:00 p.m. on the day before school resumes.
Father	Mother	Memorial Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Mother	Mother's Day 9:00 a.m. to 7:00 p.m. on the holiday
Father	Father	Father's Day 9:00 a.m. to 7:00 p.m. on the holiday
Father	Mother	Juneteenth 6:00 p.m. on the day before Juneteenth National Freedom Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Mother	Father	July 4th July 3 rd at 6:00 p.m. until July 5 th at 6:00 p.m.
Father	Mother	July 24th July 23 rd at 6:00 p.m. until July 25 th at 6:00 p.m.
Mother	Father	Labor Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Father	Mother	Columbus Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Mother	Father	Fall Break 6:00 p.m. on the day that school is dismissed for Fall Break until 7:00 p.m. on the day before school resumes.
Father	Mother	Halloween October 31 st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Mother	Father	Veteran's Day 6:00 p.m. the day before the holiday until 7:00 p.m. on the holiday.
Father	Mother	Thanksgiving beginning when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning when school is dismissed for the holiday until December 27 th at 7:00 p.m.
Father	Mother	Second Half of Christmas Vacation , December 27 th at 7:00 p.m. until the day before school resumes at 7:00 p.m.
Mother	Father	The day before or after child's birthday on the day before or after the actual birth date from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
Father	Mother	Child's actual birthday from 3:00 p.m. until 9:00 p.m. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

d. Summer Parent-Time. Each parent shall be entitled to two (2) weeks of uninterrupted summer parent-time during the summer months when school is not in session. In calendar years ending in an even number, Joshua shall have the first choice of summer parent-time. In calendar years ending in an odd number, Adeena shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

4. **Right of First Refusal.** Each parent shall have the right of first refusal to provide care for the minor children in the event the parent with the children is unavailable to do so for a period of four (4) hours or longer during their scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation.

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

a. A party exercising non-overnight parent-time or the right of first refusal shall provide the transportation both directions.

b. For all other parent-time exchanges, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.

c. A third party who possesses a valid driver's license and is known to the minor children may facilitate transportation for parent-time exchanges.

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

a. Both parties will be listed on and have access to the minor children's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor children's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;

b. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving a minor child;

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

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

e. The parties shall notify the other parent of any change of address,

email address, and/or telephone number within twenty-four (24) hours of the change;

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

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

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

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

j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor children. The parent with the minor children in his/her care will not interfere with the virtual parent-time. The virtual parent-time shall take place on the parents' phones;

k. The parties agree that they will not put the minor children in the middle of their disputes;

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

issues of the parties;

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

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

o. The parties agree the minor children will not have sleepovers with friends unless approved by both parents;

p. Neither parent shall consume alcohol to the point of intoxication, or use illegal drugs, or misuse prescription drugs while exercising parent-time;

q. No religious baptisms without both parents' consent;

r. The parties agree to adhere to a bedtime of 10:00 p.m. for the minor children;

s. The minor children's screen/technology time shall be limited to four (4) hours per day (i.e., TV, Xbox, etc.);

t. Each party shall maintain adequate clothing for the minor children at his or her residence. Each minor child shall have one (1) designated "travel outfit," which the child shall wear during parent-time exchanges for any overnight or longer parent-time. The minor children shall be returned in the travel outfit at the conclusion of the parent-time;

u. If the minor children take toys, games, etc. with them to the other parent's home, the items will be returned at the next parent-time exchange;

v. The parties shall follow the recommendations of the minor children's medical care providers regarding prescription medications, supplements, and over-the-counter medications for the minor children;

- w.** The parties shall ensure all firearms and weapons are kept in a locked location in their homes when the minor children are present, and are not accessible by the minor children;
- x.** The parties shall ensure all nicotine pouches, Zyns, and any other addictive substances are kept in a locked location in their homes when the minor children are present, and are not accessible by the minor children;
- y.** All cleaning supplies, herbal supplements, and pain medications shall be stored in a childproof cupboard or other secure location out of the reach of the minor children;
- z.** Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;
- aa.** The parties will not ask the minor children to keep secrets from the other parent;
- bb.** Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- cc.** Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children;
- dd.** The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;

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

ff. Currently Adeena is homeschooling the minor children. If the minor children are no longer homeschooled, Adeena's home shall be designated home residence for purposes of identifying the appropriate school;

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

hh. The parties will make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to the minor children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor they shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an agreement in mediation, either party may take the issue before the court.

7. Divorce Education and Orientation Class. The parties shall each complete the Divorce Education and Orientation Class as required by the State of Utah within fourteen (14) days of the signing of this Stipulation, if they have not already done so and shall provide one another with a copy of the certificate of completion of the class.

8. Child Support. Joshua's gross monthly income is \$4,500. Adeena's gross monthly income is \$0 as Adeena provides full time child care for the parties' minor children. Based on the joint custody child support calculation worksheet for four (4) minor

children, with Joshua having the minor children 137 overnights each year and Adeena having the minor children 228 overnights each year, Joshua's child support obligation to Adeena will be \$1,256 per month, commencing May 1, 2026. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

a. Reduction When Child Becomes 18. In accordance with statute, when 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, the base child support award is automatically reduced to reflect the lower base combined child support obligation shown in the table in Utah Code §81-6-213 for the remaining number of minor children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

b. Income Withholding. The party receiving child support is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.

c. Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

9. Child Care Expenses. Currently there is no work-related child care as Adeena is providing the child care. If there is work-related child care in the future, in

accordance with Utah Code §81-6-209, the child support order shall require that each parent share equally the reasonable work-related child care expenses of the parents.

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

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

c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

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

e. **2Medical/Dental Expenses.** In accordance with Utah Code §81-6-208, a parent shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable cost and is accessible to the children. Currently the minor children are covered by Medicaid. Once the minor children are no longer covered by Medicaid, Joshua shall cover the minor children on his medical insurance, when he is eligible to do so.

f. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children in the instant case.

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

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

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

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

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

l. If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Adeena's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Joshua's health, hospital, or dental insurance plan shall be secondary coverage for the minor children, so long as the minor children are covered by Medicaid. If the minor children are no longer covered by Medicaid, Joshua's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Adeena's health, hospital, or dental insurance plan shall be secondary for the minor children. If a parent remarries and the minor children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the minor children.

m. **Medical Billing for a Minor Child.** Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a

copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

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

11. Payment of School Fees. When a court enters an order that provides for the payment of school fees of a child pursuant to Section 81-4-204 or Section 81-4-406, a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request of a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a child's school fee under an order regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee. A provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment

practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order.

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

13. Tax Benefits. Beginning with the 2026 tax year, the parties shall equally share claiming the minor children for tax benefit purposes related to filing federal and state tax returns as follows:

a. So long as there are four (4) minor children, Joshua shall be entitled to claim J.A.K. and A.W.K. each year for tax benefit purposes and Adeena shall be entitled to claim A.P.K. and H.A.K. each year for tax benefit purposes.

b. When there are three (3) minor children, Joshua shall be entitled to claim A.W.K. each year for tax benefit purposes and Adeena shall be entitled to claim H.A.K. each year for tax benefit purposes. The parties shall alternate claiming A.P.K. for tax benefit

purposes with Joshua receiving the benefit for tax years ending in an even number and Adeena receiving the benefit for tax years ending in an odd number.

c. When there are two (2) minor children, Joshua shall be entitled to claim A.W.K. each year for tax benefit purposes and Adeena shall be entitled to claim H.A.K. each year for tax benefit purposes.

d. At such time as there is only one minor child, the parties shall alternate claiming the child with Joshua receiving the benefit for tax years ending in an even number and Adeena receiving the benefit for tax years ending in an odd number.

e. The party ordered to pay child support must be current on his or her child support obligation as of December 31st of the applicable tax year in order to claim any minor child for federal and state income tax purposes for that year. If the child support obligation is current as of December 31st, the parent receiving child support shall execute IRS Form 8332, *Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent*, to allow the payor to claim the minor child or children as set forth herein.

ALIMONY

14. Joshua shall pay Adeena alimony in the amount of \$250 per month for a period of five (5) years six (6) months, commencing May 1, 2026. The alimony is due one-half on the 5th and one-half on the 20th of each month. The alimony shall automatically terminate upon payment for five (5) years six (6) months, the death of either party, Adeena's remarriage, or Adeena's cohabitation as defined under Utah law, whichever occurs first.

ASSETS

15. **Real Property.** The parties do not own any real property.

16. Vehicles. The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2005 Chevrolet Suburban	Adeena
2002 Dodge Caravan	Adeena
2014 Ford Explorer	Joshua

a. The parties shall sign over the title to any vehicle(s) awarded to the other within thirty (30) days of signing this Stipulation. The parties will also give the other any keys, or key fobs for those vehicle(s) within the same thirty (30) days. Each party shall be responsible for making sure that any vehicle awarded to them is properly registered in their own name after the transfer.

b. Each party shall be solely responsible for any debts, liabilities, and auto insurance related to the vehicle(s) awarded to them and shall hold the other party harmless therefrom.

17. 4Personal Property. The parties acquired personal property during the marriage. Each party is awarded their remaining personal property which is now in their individual possession or under their individual control, except as otherwise indicated within this Stipulation.

18. Bank Accounts. Each party shall be exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party.

19. 5Retirement Accounts. The parties acquired retirement accounts during the marriage, which shall be awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Thrift Savings Plan (TSP)	Unknown	See subparagraphs (a) – (d) below

Federal Employees Retirement System (FERS)	Defined Benefit	See subparagraphs (a) – (d) below
Any Other Retirement Accounts acquired during the marriage	Unknown	See subparagraphs (a) – (d) below

a. The retirement accounts shall be equally divided as of the date the Decree of Divorce is entered, including gains or losses on each party’s awarded portion, through the date the division of the accounts occurs.

b. Neither party shall borrow against or withdraw from the retirement accounts prior to the division of the accounts.

c. Joshua’s attorney shall prepare or arrangement the preparation of the Qualified Domestic Relations Orders (QDROs), Domestic Relations Orders (DROs), or other court order acceptable for processing necessary for the division of the retirement accounts at Joshua’s expense.

d. The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDROs, DROs, or other court order acceptable for processing.

DEBTS

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

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Military Star Credit Card (washer and dryer)	\$3,727	Joshua
Mountain Land Collections (Joshua’s dental work)	\$37,793	Joshua
Express Recovery (Rocky Mountain Power)	\$1,292	Joshua
AT&T (phones)	\$2,000	Joshua (see subparagraph (a) below)

- a. **AT&T Cell Phone.** Adeena shall return her AT&T cell phone to Joshua within seven (7) days of the signing of this Stipulation.
- b. **Joint Accounts.** Neither party will incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of this Stipulation.
- c. **Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.
- d. **Creditors.** The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.
- e. **Notification to Creditors.** For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- f. **Delinquency in Payments.** If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

MISCELLANEOUS

21. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of this Stipulation.

22. Mediation. The parties shall attend mediation prior to, or simultaneously with, filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

23. Asset Division/Financial Claims. This Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of this Stipulation. Neither party owes the other any past child support or alimony.

24. Mutual Restraining Order. The parties agree to the following mutual restraining order language:

a. Both parties are mutually restrained from making disparaging or derogatory remarks about one another, either directly to each other, to the minor children, or in the presence of the minor children. This includes verbal statements, written communications, or any other form of expression. For purposes of this provision, “disparaging or derogatory” shall include any negative or ill-speaking comments about the other party, regardless of if they believe it to be true or not. If a party becomes aware of any such prohibited conduct occurring in the presence of the minor children, that party shall take immediate steps to remove the children from such circumstances.

b. Both parties are mutually restrained from engaging in any conduct that constitutes annoyance, stalking, harassment, harm, or threats toward the other party.

c. Neither party shall enter the residence of the other without that party's express permission.

d. Both parties are prohibited from posting, sharing, or permitting the posting or sharing of any photographs, stories, comments, or statements concerning the other party on any social media platform.

e. Both parties are mutually restrained from permitting any third party to engage in conduct that they themselves are prohibited from under this paragraph. Each party shall use their best efforts to prevent such conduct by third parties.

25. **Former Name.** An order should enter restoring Adeena to her former name, should she so desire.

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

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

28. **Final Stipulation.** This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. Joshua and Adeena are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. Joshua and Adeena are satisfied that the Stipulation

is fair and reasonable. There are no questions Joshua and Adeena have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this Stipulation.

29. Full Disclosure. Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in this Stipulation represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

30. Motion to Enforce. The pending Motion to Enforce shall be dismissed; however, in the event Adeena files a subsequent Motion to Enforce, the allegations and circumstances raised in the current pending Motion to Enforce may be reasserted and included in any such future motion. Joshua may assert his claims and defenses as well in that action.

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

32. Effective Date. This Stipulation becomes effective when signed by all parties.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

RICK SORENSEN
Attorney for Joshua Kelsch

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Joshua Kelsch Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Adeena Kelsch counsel 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 this 13th day of August 2026, a true and correct copy of the foregoing
FINDINGS OF FACT AND CONCLUSIONS OF LAW was sent to the following via email

RICK SORENSEN
Attorney for the Petitioner

/s/ Laura Fuller
Laura J Fuller
Attorney for the Respondent