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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:	DECREE OF DIVORCE
MATHEW WELLINGTON FOSTER, Petitioner,	
and	
ANNA CHRISTINE FOSTER, Respondent.	Case No. 264903880 Judge: Thaddeus May Commissioner: Kim M. Luhn

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. Anna Christine Foster is awarded a Decree of Divorce from Mathew Wellington Foster on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
2. Anna Christine Foster is a resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing this action.
3. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over Mathew Wellington Foster pursuant to Utah Code 81-4-405.

4. Anna Christine Foster and Mathew Wellington Foster were married on or about August 30, 2007, in Salt Lake City, Utah, and are presently married. The parties separated on or about October 19, 2024, and do not currently reside together.

5. The parties have three (3) minor children born as issue of their marriage, to wit: A.G.F., born March 2014; J.J.S.F., born January 2020; and A.R.M.F., born December 2021.

6. Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor children and has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

7. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

MINOR CHILDREN

8. Neither party is receiving any public assistance for the benefit of the dependent children.

9. **Custody:** Anna Christine Foster is a fit and proper parent and has been the minor children's primary caretaker. Anna Christine Foster has historically provided the daily care and decision-making related to the children's education, medical treatment, religion, upbringing, and other activities in which the children engage. Therefore, it is in the best interests of the parties' minor children that Anna Christine Foster be awarded primary physical custody.

10. It is in the best interests of the minor children that the parties share joint legal custody. A parenting plan is included herein.

11. Parent-Time: Mathew Wellington Foster should have parent-time as the parties agree. If the parties are unable to agree, then Mathew Wellington Foster should have parent-time pursuant to Utah Code 81-9-302, with Anna Christine Foster being the “custodial parent.”

12. The parties acknowledge that a parent’s temporary housing or living circumstances, standing alone, shall not result in that parent having greater or lesser rights to exercise custody or parent-time. The same considerations and standards concerning housing and living arrangements shall apply equally to both parties. If either parent experiences a temporary change in housing, housing limitations, or living arrangements similar to circumstances experienced by the other parent, such circumstances shall be evaluated under the same standards, with the safety and best interests of the minor children remaining the paramount consideration.

13. Holidays and Summer Parent-Time: The holiday and summer parent-time visitation should be as the parties agree. If the parties cannot agree, then holiday parent-time should be consistent with Utah Code 81-9-302 with Anna Christine Foster being designated as the custodial parent, as listed visually in the chart below. Extended parent-time will be pursuant to Utah Code 81-9-302, and each parent shall provide notice of their plans to exercise extended parent time pursuant to Utah Code 81-9-302 as follows:

a. Odd Years: Noncustodial parent shall provide notice to the custodial parent by May 1; and the custodial parent shall provide notice to the noncustodial parent by May 15.

b. Even Years: Custodial parent shall provide notice to the noncustodial parent by May 1; and the noncustodial parent shall provide notice to the custodial parent by May 15.

- c. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent.
- d. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the schedule for summer break for the other parent.

14. The holiday parent-time schedule provided in Utah Code 81-9-302 is as follows:

Even Years	Odd Years	Holiday and Time
Mom	Dad	Martin Luther King Jr. Holiday (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismiss; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	President's Day (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismiss; or c. 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Mom	Dad	Spring Break (1) Holiday begins at 6:00 pm on the day that school dismisses for spring break. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	Memorial Day (1) Holiday begins Friday at: a. 9:00 am if school is not in session and the parent can be with the child; b. The time that school is regularly dismiss; or c. 6:00 pm at the election of the parent granted the holiday.

		(2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	Juneteenth National Freedom Day (1) Holiday begins Friday at: 6:00 pm on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or 9:00 am on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6:00 pm on the day following Juneteenth National Freedom Day.
Mom	Dad	Independence Day - July 4th (1) Holiday begins on July 3 rd at 6:00 pm. (2) Holiday ends on July 5 th at 6:00 pm.
Dad	Mom	Pioneer Day - July 24th (1) Holiday begins on July 23 rd at 6:00 pm. (2) Holiday ends on July 25 th at 6:00 pm.
Mom	Dad	Labor Day (1) Holiday begins Friday at: 9:00 am if school is not in session and the parent can be with the child; - The time that school is regularly dismiss; or 6:00 pm at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	Columbus Day (1) Holiday begins at 6:00 pm on the day before Columbus Day. (2) Holiday ends at 7:00 pm on Columbus Day.
Mom	Dad	Fall Break (1) Holiday begins at 6:00 pm on the day that school dismisses for fall break. (2) Holiday ends at 7:00 pm on the day before school resumes.
Dad	Mom	Halloween (1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community: - At the time that school is dismissed; or - At 4:00 pm if there is no school. (2) Holiday ends at 9:00 pm on the same day the holiday begins.
Mom	Dad	Veteran's Day (1) Holiday begins at 6:00 pm on the day before Veteran's Day.

		(2) Holiday ends at 7:00 pm on Veteran's Day.
Dad	Mom	Thanksgiving (1) Holiday begins on Wednesday at: a. 6:00 pm; or b. The time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7:00 pm on the night before school resumes.
Mom	Dad	First Half of Winter Break (1) Holiday begins at: a. 6:00 pm on the day that school dismisses for winter break; or b. The time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7:00 pm.
Dad	Mom	Second Half of Winter Break (1) Holiday begins on December 27 th at 7:00 pm (2) Holiday ends at 7:00 pm on the night before school resumes.
Mom	Dad	The day before or after child's birthday (1) Holiday begins at 3:00 pm (2) Holiday ends at 9:00 pm
Dad	Mom	Child's actual birthday (1) Holiday begins at 3:00 pm (2) Holiday ends at 9:00 pm
Dad	Dad	Father's Day (1) Holiday begins on Father's Day at 9:00 am (2) Holiday ends on Father's Day at 7:00 pm
Mom	Mom	Mother's Day (1) Holiday begins on Mother's Day at 9:00 am (2) Holiday ends on Mother's Day at 7:00 pm

15. Transportation: Wherever possible, parent-time exchanges should occur through the children's school/daycare, wherein the parent ending his or her parent-time timely drops the children off at school/daycare and the parent beginning his or her parent-time picks the children up from school/daycare. In all other instances, Mathew Wellington Foster and Anna Christine

Foster shall share responsibility for transportation associated with parent-time exchanges. Unless otherwise agreed by the parties, the parent beginning his or her parent-time shall be responsible for picking up the children at the commencement of that parent's custodial period. This requirement shall apply equally to both parties so that neither parent bears sole responsibility for transportation associated with the other parent's parent-time. The transportation provisions contained herein shall continue to apply equally to both parties regardless of any future change in either parent's residence, housing circumstances, or living arrangements.

16. All non-school/daycare exchanges should occur curbside. In a curbside exchange, the retrieving parent should remain within an arm's distance of his or her vehicle and the other parent should remain within an arm's distance of his or her home. The parties should be restrained from speaking to one another during the exchange and should be mindful of the importance of promptness for all parent-time exchanges.

17. If either party is unavailable to personally transport the children for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the children, the parent who elected that individual should immediately provide the other parent with that third party's name and contact information.

18. Right of First Refusal: Pursuant to Utah Code 81-9-202(13), parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time for a period of more than four (4) hours, including overnight, they should have the right of first refusal. A

parent exercising the right of first refusal should be solely responsible for picking the children up and dropping them back off.

19. Virtual Parent-Time: Both parents should allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

20. Drugs and Alcohol: The parties should be restrained from consuming illegal drugs or non-prescribed prescription drugs, or abusing prescription drugs at any time. The parties should be restrained from abusing alcohol while the minor children are in their care or immediately prior to parent-time. If either parent suspects that the other parent is using illegal substances or non-prescribed prescription drugs, or abusing prescription drugs, they may request the other parent to submit to a drug test. Such testing should include, at a minimum, an observed 7 panel drug test, or a hair follicle test if they have not completed any other drug tests within the last 12 months. Once requested, the drug test must be completed within 24 hours, if reasonably practical to do so. If the drug test is not completed within 24 hours, it should be considered positive for illegal drugs. Such tests should initially be at the expense of the requesting parent, subject to reallocation of costs described below.

a. The parent who submits to an observed 7 panel drug test or hair follicle test should instruct the testing facility to release copies of the results to the requesting parent and should execute any release forms required by the testing facility to effectuate this release of results.

b. If the drug test comes back positive for illegal drugs, any non-prescribed prescription drugs, or elevated levels of prescription drugs (above the level prescribed), then the parent who failed the test should immediately reimburse the

requesting parent for the cost of the test. Furthermore, that parent should be restrained from exercising parent-time until they can affirmatively prove that they are no longer abusing any substances.

21. Address and Phone Number: The parties should keep each other informed of their address and telephone number at all times.

CHILD-RELATED FINANCES

22. Child Support: Anna Christine Foster is employed full-time and earns a gross monthly income of \$4,853.00 for purposes of calculating child support. Mathew Wellington Foster is employed full-time and earns a gross monthly income of \$4,300.00 for purposes of calculating child support. The joint custody worksheet should be used to calculate child support, awarding Anna Christine Foster 220 overnights and Mathew Wellington Foster 145 overnights. In accordance with Utah Code 81-6-203 and the joint custody worksheet, Mathew Wellington Foster should be ordered to pay child support to Anna Christine Foster for the parties' children in the amount of \$518.00 per month, beginning on the first day of the month following entry of the Decree.

- a. The child support will be paid until (1) a minor child reaches the age of majority or graduates from high school in the 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 80-7-105.
- b. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

- c. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9-104. 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 will apply to existing and future payers.
- d. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

23. Medical Insurance Coverage: The party with the best coverage should be ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children.

24. If at any time the children are covered by the insurance plans of both parents, Anna Christine Foster's plan should be designated as primary coverage and Mathew Wellington Foster's plan should be secondary coverage for the children. *Utah Code 81-6-208(3)(c)*.

25. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and should retain the same designation for primary or secondary insurance as described above.

26. If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- c. Reasonableness of the cost;
- d. Availability of a group insurance policy;

- e. Coverage of the policy; and
- f. Preference of the custodial parent.

27. The party who carries the insurance on the children should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent children, and after initial enrollment on or before January 2 of each calendar year. That party should notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

28. **Medical Insurance Premiums:** In accordance with Utah Code 81-6-208(3)(d), both parties should share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is 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 of the parties. The insurance premium should be automatically added to or subtracted from the child support obligation above.

29. **Out-of-Pocket Medical Expenses:** Each party should pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other

medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent.

30. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor children should provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. 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 expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

31. Notice to Medical/Dental Expense Creditors: Pursuant to Utah Code § 15-4-6.7, when a court or administrative agency enters an order providing for the payment of medical and dental expenses of a minor child as described in Utah Code § 26B-9-224 or § 81-6-202, a provider who receives a copy of the order shall be subject to the billing and collection requirements set forth in Utah Code § 15-4-6.7, including the limitations on making a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that parent is required to pay under the order, and the limitations on making a negative credit report or report regarding that parent's repayment practices or credit history.

- g. Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;
- h. Notify the particular creditor of that party's current address; and
- i. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of

medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a 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 that parent under the order.

32. Childcare: Each party should be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. *Utah Code 81-6-209.* If a family member is providing childcare, then it should be presumed that those services are being provided free of charge. The parties should provide written verification of the cost and identity of the childcare provider to the other party, and should promptly notify the other party of any changes.

33. Taxes: For tax year 2026, Anna Christine Foster shall be entitled to claim all three minor children, A.G.F., J.J.S.F., and A.R.M.F., as dependents and shall be entitled to any available federal and state dependency exemptions and child-related tax credits associated with the children, to the extent permitted by applicable tax law.

34. Beginning with tax year 2027 and continuing thereafter, the parties shall allocate the children for federal and state income tax purposes as follows:

- a. Anna Christine Foster shall claim A.R.M.F each and every year;
- b. Mathew Wellington Foster shall claim J.J.S.F. each and every year; and

c. The parties shall alternate claiming A.G.F., with Anna Christine Foster claiming A.G.F. in odd-numbered tax years and Mathew Wellington Foster claiming A.G.F. in even-numbered tax years. Accordingly, Anna Christine Foster shall claim A.G.F. for tax year 2027.

35. Each party shall timely execute any IRS form or other document reasonably necessary to effectuate the allocation of the dependency exemption or child-related tax benefits provided herein, to the extent required by applicable federal or state tax law.

36. The allocation of the tax dependency exemptions and/or child-related tax credits set forth herein shall not be conditioned upon or adversely affected solely by Mathew Wellington Foster's current housing circumstances or his present inability, if any, to exercise overnight parent-time because of limitations associated with his current residence. The parties' respective custody and parent-time rights shall be determined independently from the temporary housing circumstances of either party, subject always to the safety and best interests of the minor children.

37. Extracurricular Activities: If the parties have agreed in writing to the children's participation in an extracurricular activity, then they should equally share the costs associated therewith. Neither party is obligated to facilitate the children's participation in an extracurricular activity during their parent-time if they did not agree to the children's involvement.

38. Education-Related Expenses: The parties should be equally responsible for any and all of the children's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

PARENTING PLAN

39. Mutual Restraining Order: The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained.

40. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

41. Communication: Each party is restrained from using the minor children as messengers for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as practical.

42. The parties will communicate only regarding issues relative to the welfare of the minor children. The parties will utilize a co-parenting app, such as Our Family Wizard, for communication. Each party is responsible for their own costs associated with the app. The parties may use text message or a phone call only in the event of an emergency. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties will refrain from sending multiple messages in a day and each party will make their best efforts to respond to any messages within 24 hours.

43. Child Rearing: The parties shall focus their attention on conversations about the children rather than each other. The parties shall encourage the children to understand that differences in parenting styles and households occur, and attempt to adapt to those differences

without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the children so long as it is not detrimental to the children's development.

44. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: bedtime, homework, types of movies and video games the children are allowed to watch/play, and frequency of television and computer time. Should the children complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the children in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the children.

45. Medical Information: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

46. Educational Information: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

47. Notice of Activities: Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

48. Decision-making: All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue
- b. Develop possible solutions
- c. Choose the most sensible solution that considers the needs and interests of everyone involved

49. Tie-Breaking Procedure: Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school, elective medical, and changing a child's religion. If they are unable to reach an agreement, the parties will attend mediation prior to bringing the matter before the court.

50. Emergency Medical Decisions: The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

51. Day-to-Day Decisions: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

52. Implementation of Treatment: Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the children as prescribed by a doctor.

53. Religion: The parties shall support and respect the other's religious preferences and shall encourage the children's participation in religious activities with both parents. Both parents are

free to choose an appropriate religion to participate in with the children and are likewise free to refrain from being affiliated with a religion. If the minor children express interest in learning about other religions, the parties shall support the same.

54. Out-of-State Travel: Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(19).

55. Relocation: The parties will follow the notice provisions of Utah Code 81-9-209.

56. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent will or allow others to permanently change the appearance of the children's bodies, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

57. Corporal Punishment: The parties will refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

58. Romantic Partners: The parties shall not have romantic or unrelated opposite sex guests spend the night while the children are present unless they are in a serious relationship (dating for more than six months), engaged, or married.

59. Mediation Before Litigation: If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.

DEBTS AND OBLIGATIONS

60. During the course of the marriage, the parties acquired certain debts and obligations. Each party should be ordered to assume and pay the debts and hold the other harmless from liability as follows:

Debt	Approximate Balance	Responsible Party
Chase Credit Card	\$8,686.27	Anna Foster
NCB Management Services	\$12,016.00	Mathew Foster
Midland Credit Management	\$6,514.00	Mathew Foster
Education/Nelnet Student Loan	\$50,812.00	Mathew Foster

61. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

62. Pursuant to Utah Code 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

63. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property which should be divided as follows:

Property	Awarded To
2015 Nissan Versa Note	Anna Christine Foster
2011 Hyundai Sonata	Mathew Wellington Foster

64. Secured Debt: Each party being awarded property should also be responsible for the debt associated therewith.

65. Accounts: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties should be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

66. Personal Belongings: Each party should be awarded their own personal belongings.

67. Businesses: During the course of the marriage, the parties have not acquired an interest in any business entities.

RETIREMENT ASSETS

68. Each party is awarded, without offset or equalization, every pension, 401(k), 403(b), IRA, retirement savings, or similar account titled in that party's name, including Anna's retirement savings through WECC and Mathew's FedEx/Vanguard 401(k). Each party waives any marital or other claim to the other's retirement benefits, and no qualified domestic relations order is required.

REAL PROPERTY

69. During the marriage, the parties have acquired an interest in real property, commonly known as 7467 West Mason Way, Magna, Utah 84044.

70. It is reasonable, necessary and proper that Anna Christine Foster be awarded the temporary and permanent exclusive use and possession of said real property and all right, title, and interest in said real property (including any reserve account) subject to assuming the mortgage obligation owing on the property, as well as the taxes and insurance associated with the property.

71. Mathew Wellington Foster's secured equity interest shall become due and payable and Anna Christine Foster must assume/refinance the current mortgage to remove Mathew's name, upon the first to occur of the following events:

- a. Anna Christine Foster sells or otherwise transfers the marital residence;
- b. A.R.M.F. (Aurora) graduates from high school; or
- c. Such earlier date as the parties may mutually agree in writing.

72. Mathew Wellington Foster should be awarded a non-interest-bearing equitable lien in an amount equal to one-half of the current appraised equity. The equity will be determined by:

- a. Current fair market value as determined by the appraiser;
- b. Subtract any and all mortgages or liens against the property;
- c. Remaining amount will be divided equally between the parties. And Mathew's equitable interest will be set at this amount.

73. Mathew Wellington Foster should be ordered to quitclaim said property to Anna Christine Foster prior to the assumption/refinance being completed, at Anna's request within 7 days. In the event that Mathew Wellington Foster fails to execute a Quit-Claim Deed in favor of Anna Christine Foster, Anna Christine Foster may seek an order of the court transferring title of the real property to her, pursuant to Rule 70 of the Utah Rules of Civil Procedure. Upon quitclaim transfer, Anna Christine Foster should hold Mathew Wellington Foster harmless on any and all obligations associated with the home.

74. The equitable lien should be established by an appraisal of the real property at the date of entry of the Decree of Divorce in this matter. This appraisal should be conducted by Jerry Weber, with the cost being divided equally between the parties, one-half to each.

MISCELLANEOUS

75. **Alimony:** Both parties to this action are able-bodied and employed, and neither party should be awarded any alimony from the other.

76. **Restoration of Maiden Name:** Anna Christine Foster's should be restored to Anna Christine Naylor, if she so chooses.

77. **Mutual Restraining Order:** The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

78. **Delivery of Documents and Duty to Sign Documents:** Except as otherwise specifically provided herein, including the timeframes applicable to the marital residence set forth above, each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of the Decree, or within such other period specifically provided herein, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

79. **Interpretation/Applicability:** This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

80. Severability: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

81. Disclosure: The parties acknowledged that each fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that their Agreement encompassed and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

82. Full Settlement: The parties Agreement fully and finally resolved both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them. Both parties acknowledged that their Agreement was a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represented and warranted that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read their Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their

own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable, and in the best interests of the parties' children.

83. No Construction Against Drafter: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting their Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Mathew Wellington Foster

Mathew Wellington Foster, pro se

Electronically signed by Ryan Gregerson

With permission from Mathew Wellington Foster

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

MATHEW WELLINGTON FOSTER: 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 Anna Christine Foster's 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 9th day of September 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Mathew Wellington Foster, pro se

PO Box 1155

Draper, Utah 84020

Fosterinn@outlook.com

/s/ Aria Tomlinson

Aria Tomlinson

Paralegal for Attorneys