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

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
CARL WILCOX, an individual, Petitioner,	
vs	
REBECCA BYERS, an individual, Respondent.	Case No.: 264902000 Judge: Robert Faust Commissioner: Kim M. Luhn

The Court having reviewed the Stipulation and Settlement Agreement, the pleadings on file herein, having established jurisdiction, and having entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Residency: Father is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on August 20, 2016 in

Bountiful, Utah, United States and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
4. Child. The parties have the following child.

Name	Date of Birth
A.N.W.	June 13, 2017

PARENTING PLAN

5. 1Custody/Parent time. The parties are awarded joint custody of their minor child. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Father	Father	Mother	Mother	Mother	Mother	Mother
Week 2	Father	Father	Mother	Mother	Father	Father	Father

- a. The parties shall have 50/50 custody such that Father exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school on Wednesday morning or on Wednesday morning at 9 a.m. at the West Jordan Police Department when school is not in session. Mother shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school on Friday morning or 9 a.m. at the West Jordan Police

Department when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session. In the event the parties cannot exchange at the school because school is not in session, they will exchange at the West Jordan Police Department.

b. Extended Parent Time During Summer: Each party will receive two-uninterrupted weeks of extended parent time during the summer.

6. Notification of Extended Time. Both parents shall provide notification of uninterrupted extended summer parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday

		to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Juneteenth National Freedom Day Holiday begins at 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th Holiday beings on July 3 rd at 5:30 p.m. until July 5 th at 8:30 p.m.
Father	Mother	July 24th Holiday beings on July 23 rd at 5:30 p.m. until July 25 th at 8:30 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Father	Halloween after school or 9:00 a.m. if school is not in session until the next day with drop off to school or 9:00 a.m. if school is not in session.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 8:30 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 8:30 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday after school or 3:00 p.m. until 8:30 p.m.
Father	Mother	Child's actual birthday from after school or 3:00 p.m. until 8:30 p.m.
Father	Father	Father's Day Holiday beings at 5:30 p.m. on the day prior to the holiday and ends on the holiday at 8:30 p.m.
Mother	Mother	Mother's Day Holiday beings at 5:30 p.m. on the day prior to the holiday and ends on the holiday at 8:30 p.m.
Mother	Mother	Easter Sunday from Saturday at 8:30 p.m. until Sunday at 8:30 p.m. Easter Sunday takes priority over Spring Break if the holidays conflict.

8. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree regarding the child, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

- a. Medical. The parties will continue to use their current pediatrician as the pediatrician for the child and specialists that their pediatrician recommend, when needed.
- b. Dental. The parties will use their current dentist as the dentist for the child and specialists that their dentist recommends, when needed.
- c. Separate Accounts. According to Utah Code § 15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- d. Educational Plan. The child shall continue to attend Beehive Science

and Technology Academy, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

9. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code § 81-9-209.
10. Our Family Wizard. The parties will continue to utilize Our Family Wizard to communicate and calendar and exchange receipts. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their child to deliver messages. The parties will use text contact only for emergencies and changes on the day of the exchange. The parties shall respond within 48 hours of any communication. The parties will exchange receipts, calendar, and communicate through Our Family Wizard. The parties will not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the child.
11. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child.
12. Travel. When the child travels with either parent out of State, all of

the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a. An itinerary of travel dates;
 - b. Destination;
 - c. Places where the child or traveling parent can be reached;
 - d. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.
 - e. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.
13. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
14. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program.

Placing information on the calendar shall constitute notice.

15. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.
16. Protective Order. The parties will dismiss the existing Protective Order case #264901756 and strike the Protective Order hearing currently scheduled for September 28, 2026 at 10am.
17. Temporary Orders. The parties agree to strike the Temporary Orders hearing currently scheduled for September 21, 2026 at 10am.
18. Mutual Restraining.
 - a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.
 - b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information

regarding what occurs when the child is with the other parent and from allowing any other person to do so.

- c. The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.
 - d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.
 - e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.
 - f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
 - g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.
19. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for

the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

20. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.
21. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be

solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Our Family Wizard Calendar within 24 hours of receiving the calendar or any change.

22. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

23. Neutral Location Exchange of the Child. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the parties

will exchange at the West Jordan Police Department. The receiving parent shall arrive at the police station and message through OFW to announce the arrival. The receiving parent may wait inside the vehicle for the child to come out, but shall remain in a position where he or she can make physical contact with the vehicle at any time. The non-receiving parent shall remain in a position where he or she can touch the front door at all times during the exchange.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated as according to Utah Code §81-6-201 *et seq.* Mother's gross monthly income is \$8,800.00 per month. Father's gross monthly income is \$15,416.00 per month. Mother has 183 overnights and Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation should be \$305.00 per month. Child support shall commence September 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a 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) a 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.

25. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with Utah Code §81-6-208. Mother is currently providing insurance for the minor child.

- a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.
- c. 5The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other

parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

- d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is 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 dependent child.
- e. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

26. Childcare Expenses. The parties shall each pay their own respective childcare costs on their own time.
27. Summer Camps. The parties will divide the cost of mutually agreed upon summer camps equally.
28. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor child as follows:
- a. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.
 - b. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.
29. Real Property. The marital property located at 6410 South Wakefield Way, SLC, Utah will be awarded to Father with all debts and liabilities. Father shall hold Mother harmless on all debts and liabilities associated with the home. Father will get the utilities solely in his name by October 1, 2026, and Mother will cooperate to help Father gets those accounts into his name only. Father will assume or refinance the loan out of Mother's

name within 6 months of entry of Decree of Divorce. In full and final resolution of all financial disputes the parties agree that Father shall pay Mother \$115,903.00. Father shall pay Mother \$55,000.00 of the total balance within 7 days of signing this agreement the remaining \$60,903.00 shall be paid in full within 6 months of entry of Decree of Divorce. In the event that Father's refinance of the marital home or loan assumption on the marital home does not occur, Father is more than 30 days delinquent in paying the mortgage, or Father does not pay Mother in full according to the terms of this agreement, the parties shall immediately put the home for sale with a mutually agreed upon Real Estate Agent. The parties shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the parties will split the net equity. The proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Thereafter, Mother shall be paid remaining amount of the global property settlement in the approximate amount of \$60,903 and the remaining equity shall be awarded to Father free and clear of any claim by Mother.

30. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the

parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Lexus	Mother
Ram	Father
Dogs Prince and Red	Mother
Pepperoni the Dog	Father

- a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they Mother shall provide a list to Father within 90 days of the entry of the Decree of Divorce. If the parties cannot agree they will take turns choosing.

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

<i>Debt Description:</i>	<i>Obligation of:</i>
All Debts in Mother's Name Only	Mother
All Debts in Father's Name Only	Father
Mortgage	Father to be refinanced out of Mother's according to the terms of this agreement.

- a. Accumulation of Debt: Neither party will incur any additional liability

on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

32. Stocks. Father shall be awarded the 2000 Machinify restricted stock units he accrued post separation, free and clear of any claim by Mother.

33. Checking and Saving Accounts.

<i>Account Description:</i>	<i>Awarded to:</i>
AFCU Joint checking, savings and money market accounts ending in #6387	Mother
Wells Fargo Joint Account ending in #0601	Father

Wells Fargo Joint Account ending in #7559	Father, for benefit of the minor child
Wells Fargo Joint Account ending in #0601	Father
AMEX Joint savings account ending in #5915 with the approximate balance of \$1,400.00	Father
US Bank account ending in #7531	Mother
US Bank account ending in #8523	Mother
Wells Fargo Account ending in #6393	Father

34. Joint Accounts. The parties work together to remove the name of the party that is not awarded the account from the joint accounts within 14 days of signing this agreement.
35. Retirement Accounts: Each party will be awarded the retirement accounts in their own respective name and will waive all claim to the other party's retirement.
36. Investment Account and H.S.A. Mother shall be awarded the H.S.A. in her name free and clear of any claim by Father. Mother shall also be awarded the joint SEI investment account ending in #5424 in the approximate amount of \$22,513.00 free and clear of any claim by Father.
37. Alimony: Father shall pay Mother \$1,695.00 per month for a term of 5 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5th and the 20th of each month. Alimony will commence on September 1, 2026.
38. Deeds and Titles: Both parties shall sign whatever documents are

necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

39. Divorce Education: The parties have both completed and filed Divorce Education Class and Divorce Orientation Classes.

40. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement 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.

41. Attorney's Fees and Costs: Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

WHEREFORE, Petitioner is granted a divorce from Respondent, the same becoming final upon entry.

APPROVED AS TO FORM:

/s/_____
Joanie Lowe
Attorney for Petitioner
E-Signed by Kyle E. Witherspoon,
with permission.

[ENTERED BY THE COURT AS INDICATED BY THE STAMP AND SEAL AT THE

TOP OF THIS PLEADING]

NOTICE

Please take notice that pursuant to Rule 7(j), of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service below. This document will be signed and entered by the Court unless objected to within seven days from the date below on the Certificate of service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I HEREBY certify that on the 9th day of September 2026, a true and correct copy of the foregoing document was served via email upon all counsel of record.

/s/ Katelyn Kendall _____
Katelyn Kendall
Paralegal to Kyle E. Witherspoon