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THIRD JUDICIAL DISTRICT COURT SALT LAKE COUNTY, STATE OF UTAH 450 South State Street, Salt Lake City, Utah 84111	
<i>In the Matter of the Marriage of:</i> ERIK R. FORSMAN, Petitioner, and, EMBER D. FORSMAN, Respondent.	DECREE OF DIVORCE Case No. 244903321 Judge: Todd M. Shaughnessy Commissioner: Russell Minas

This matter comes before the Court on Respondent's *Motion for Entry of Decree of Divorce*. Having previously entered its Findings of Fact and Conclusions of Law, it is now:

DECREEED, ORDERED AND ADJUDGED

1. decree of divorce

- a. The Parties are granted a Decree of Divorce, the same to become final and absolute upon entry hereof.

2. CHILD CUSTODY AND PARENT-TIME

- a. Ember and Erik are the parents of three (3) Minor Children, to wit: S.F. (DOB 01/2014); A.F. (DOB 04/2017); and, N.F. (DOB 09/2019). The Parties shall be awarded joint legal and physical custody of the Minor Children pursuant to the following *Parenting Plan*.

PARENTING PLAN

3. Objectives: Pursuant to § 81-9-203(9), Utah Code Annotated, the Objectives of the Parties' *Parenting Plan* Objective are to:

- a. Provide for the Minor Children's physical care;
- b. Maintain the Minor Children's emotional stability;
- c. Provide for the Minor Children's changing needs as the Minor Children grow and mature in a way that minimizes the need for future modifications to the *Parenting Plan*;
- d. Set forth the authority and responsibilities of each Party with respect to the Minor Children, with the following Parenting Functions, as defined in § 81-9-101(6), Utah Code Annotated:

- i. "Parenting functions" means those aspects of the parent-child relationship in which the Party makes decisions and performs functions necessary for the care and growth of the Minor Children. Parenting functions include:
- (a) Maintaining a loving, stable, consistent, and nurturing relationship with the Minor Children;
- (b) Attending to the daily needs of the Minor Children, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are

appropriate to the developmental level of the Minor Children and that are within the social and economic circumstances of the particular family;

- (c) Attending to adequate education for the Minor Children, including remedial or other education essential to the best interest of the Minor Children;
 - (d) Assisting the Minor Children in developing and maintaining appropriate interpersonal relationships;
 - (e) Exercising appropriate judgment regarding the Minor Children's welfare, consistent with the Minor Children's developmental level and family social and economic circumstances; and
 - (f) Providing for the financial support of the Minor Children.
- e. Minimize the Minor Children's exposure to harmful parental conflict;
- f. Encourage the Parties, where appropriate, to meet the responsibilities to the Minor Children through agreements in the Parenting Plan rather than relying on judicial intervention; and,
- g. Protect the best interests of the Minor Children.

4. Decision-Making Authority: Pursuant to § 81-9-203(10), Utah Code Annotated:

- a. **Day to Day Decisions.** Day-to-day decisions regarding the care, control and discipline of the Parties' Minor Children will be made by the Party with whom the Minor Children is residing at the time. Either Party may make emergency decisions regarding the health or safety of their Minor Children. Both Parties will

immediately notify the other Party regarding any emergency circumstances or substantial changes in the health of the Minor Children.

- b. **Extracurricular Activities.** The Parties shall discuss any extracurricular activities for the Minor Children that would interfere with a Party's parent-time prior to initiating the extracurricular activity with the goal of showing a unified front to the Minor Children. Any agreement to support an extracurricular activity financially shall be in writing.

5. Dispute Resolution Process: Pursuant to §§ 81-9-203(11)(a), Utah Code Annotated:

- a. **Significant Decisions.** The Parties will discuss with each other the significant decisions regarding education, health care, and religious upbringing of the Minor Child. Should the Parties have a dispute regarding these significant decisions and are unable to reach an agreement, the Parties will seek the advice of the related professionals, and if they are still unable to reach an agreement, Ember shall have decision-making authority regarding significant health care decisions and Erik shall have decision-making authority regarding significant education decisions; the other Party may present the issue to the Court for judicial determination if they believe that the decision is not in the Minor Child's best interests.

6. Education Plan: Pursuant to § 81-9-203(11)(d), Utah Code Annotated:

- a. **School Determination.** Unless otherwise agreed by the Parties, the Minor Children shall stay in their current schools and subsequent feeder school.

b. **Education Decisions.** In the event the Parties disagree about education decisions for the Minor Children, the Parties shall follow the Dispute Resolution Process as outlined above; and,

c. **Access During School.** The Parties shall have access to the Minor Children during school and shall have authority to reasonably check the Minor Children out of school.

7. Parent-Time: Pursuant to § 81-9-203(14), Utah Code Annotated:

a. **Regular Parent-Time.** The Parties shall be awarded parent-time as the Parties may agree, and if the Parties are unable to come to an agreement, the Parties shall equally share parent consistent with § 81-9-305, Utah Code Annotated, as described below on a week on/off basis, with exchanges made on Tuesday mornings at the time school begins or if school is not in session, at 9 a.m. This schedule shall be effective as September 22, 2026, with Erik beginning his week of parent-time.

i. **School Costs.** The Parties shall be responsible for the Minor Children's school lunch during their parent-time, and the Parties shall otherwise equally divide any mandatory school cost as follows: the Party paying for the cost shall provide verification of the payment within seven (7) days of paying the cost, and the other Party shall reimburse their one-half portion of the cost within seven (7) days of receiving the verification of the payment.

b. **Holiday Parent-Time.** The Parties shall be awarded Holiday parent-time as follows:

Holiday	Holiday Time Period	Years Erik is	Years
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		Granted Holiday	Ember is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins at the time that school is dismissed for the Holiday.	Odd years	Even years
	(2) Holiday ends upon delivering the child to school on the day that school resumes.		
President's Day	(1) Holiday begins at the time that school is dismissed for the Holiday.	Even years	Odd years
	(2) Holiday ends upon delivering the child to school on the day that school resumes.		
Spring Break	(1) Holiday begins at the time that school is dismissed for the Holiday.	Odd years	Even years
	(2) Holiday ends upon delivering the child to school on the day that school resumes.		
Memorial Day	(1) Holiday begins at the time that school is dismissed for the Holiday; or	Even years	Odd years
	(a) at 8 a.m. on the Friday before Memorial Day if school is not in session.		
	(2) Holiday ends upon delivering the child to school on the day that school resumes; or		
	(a) at 8 a.m. on the day following Memorial Day if school is not in session.		
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother' Day.		Every year
	(2) Holiday ends on Mother's Day at 8:30 p.m..		
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day.	Every Year	
	(2) Holiday ends on Father's Day at 8:30 p.m.		
Juneteenth National Freedom Day	(1) Holiday begins at:	Even Years	Odd Years
	(a) 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		
	(b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.		
	(2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day		
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m.	Odd years	Even years
	(2) Holiday ends on July 5th at 8:30 p.m.		
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m.	Even years	Odd years
	(2) Holiday ends on July 25th at 8:30 p.m.		
Labor Day	(1) Holiday begins at the time that school is dismissed for the Holiday.	Odd years	Even years
	(2) Holiday ends upon delivering the child to school on the day that school resumes.		

Fall Break	(1) Holiday begins at the time that school is dismissed for the Holiday.	Odd years	Even years
	(2) Holiday ends upon delivering the child to school on the day that school resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:	Even years	Odd years
	(a) at the time that school is dismissed; or		
	(b) at 3 p.m. if there is no school.		
	(2) Holiday ends at 8:30 p.m. on the same day the holiday begins.		
Thanksgiving	(1) Holiday begins at the time that school is dismissed for the Holiday.	Even years	Odd years
	(2) Holiday ends upon delivering the child to school on the day that school resumes.		
Winter Break (First Half)	(1) Holiday begins at the time that school is dismissed for the Holiday.	Odd years	Even years
	(2) Holiday ends on December 27th at 8:30 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m.	Even years	Odd years
	(2) Holiday ends upon delivering the child to school on the day that school resumes.		
Day of Child's Birthday	(1) Holiday begins at 3 p.m.	Even years	Odd years
	(2) Holiday ends at 8:30 p.m.		
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m.	Odd years	Even years
	(2) Holiday ends at 8:30 p.m.		

- i. The Party awarded Halloween shall be responsible for the Minor Children's costumes.

- c. **Extended Parent-Time.** The Parties shall be awarded the following Extended Parent-Time:

- i. Each Party shall have two (2) weeks of extended parent-time when school is not in session for summer break.
- ii. In even-numbered years, Erik shall provide notice to Ember by May 1, and then Ember shall provide notice to Erik by May 15 of her extended parent-time plans; if a scheduling conflict arises, Erik's extended parent-time shall take precedence over Ember's extended parent-time.
- iii. In odd-numbered years, Ember shall provide notice to Erik by May 1, and then Erik shall provide notice to Ember by May 15; if a scheduling

conflict arises, Ember's extended parent-time shall take precedence over Erik's extended parent-time.

- iv. If a Party fails to provide notification within the above time periods and a parent-time conflict arises, the complying Party's parent-time shall take precedence.

- d. **Parent-Time Precedence.** Changes may not be made to this parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which Party is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day;
- ii. the holiday schedule for the Minor Child's birthdays, unless a Party is exercising extended parent-time and takes the Minor Child away from that Party's residence during the extended parent-time;
- iii. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the Minor Child's birthday;
- iv. extended parent-time; and,
- v. the schedule for weekday or weekend parent-time.

- e. **Transportation.** Pick-up and drop-off shall be made at the Minor Children's school or childcare when possible and the Parties shall share the transportation costs by having the Party receiving the Minor Children providing the transportation. A stepparent, grandparent, or other responsible adult designated by a Party may pick up the Minor Children if the other Party is aware of the identity of the individual. If school is not in session, exchanges shall be at the Parties' residences with the receiving Party picking up the Minor Children curbside (the

Party receiving the Minor Children shall remain in their vehicle, the Party giving the Minor Children shall remain in their home, and there shall be no communication between the Parties during the parent-time exchange).

i. Rather than have the Minor Children bring any medications to school, the Parties shall split their medication between their households.

f. **Traveling Notice.** Pursuant to § 81-9-202(19)(a), Utah Code Annotated, for emergency purposes, whenever the Minor Children travels with either Party overnight, all of the following shall be provided to the other Party:

i. an itinerary of travel dates;

ii. destinations;

iii. places where the Minor Children or traveling Party can be reached; and,

iv. the name and telephone number of an available third person who would be knowledgeable of the Minor Children's location.

g. **International Travel.** Each Party shall be permitted to travel outside of the United States with the Minor Children without permission of the other Party, so long as they comply with the above notice requirement. The Parties shall cooperate in obtaining passports for the Minor Children, executing any consents or documents required to obtain the passports. The non-traveling Party shall execute any required consent forms to permit the Minor Children to travel, so long as the above notice requirement has been met by the traveling party. Parties shall not unreasonably delay providing passports, signing consent forms, etc.

when the notice requirement has been met and requests for documents have been made.

- f. **Relocation.** When and if a Party moves 150 miles or more from the residence of the other Party, 60 days written notice shall be provided by the relocating Party that complies with § 81-9-209, Utah Code Annotated.

- 8. Advisory Guidelines and Additional Parenting Provisions. The Parties shall follow the Advisory Guidelines, contained in § 81-9-202, Utah Code Annotated, and additional parenting provisions, as follows:

- a. **Special Events.** Special consideration shall be given by each Party 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 Party which may inadvertently conflict with the parent-time schedule. If a party grants special consideration for children to attend an event with the other parent, make-up parent-time shall be arranged between the parties to take place no later than 60-days after the special event.
- b. **School Interruption.** Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either Party without prior written notice. If a child is withheld from school due to illness, this information shall be provided to the other party.

- c. **Self-Help.** Neither parent-time nor child support is to be withheld due to either Party's failure to comply with a court-ordered parent-time schedule.
- d. **Notice of Events.** The Parties shall notify each other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the Minor Children are participating or being honored, by posting the event on the Our Family Wizard Calendar, and both Parties shall be entitled to attend and participate fully.
- e. **Information Access.** Each Party shall have access directly to all reports regarding the Minor Children, including school reports, childcare reports, medical reports, and governmental information, and each Party shall immediately notify the other Party of any medical emergency.
- f. **Contact Information.** Each Party shall provide the other with the Party's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- g. **Parent-Child Communication.** Each Party shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the Minor Children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
- h. **Surrogate Care.** Each Party shall provide all surrogate care providers with the name, current address, and telephone number of the other Party and shall provide

the other Party with the name, current address, and telephone number of all surrogate care providers.

- i. **Relationship Promotion.** The Parties shall promote a healthy, beneficial relationship between the Minor Children and the other Party.
- j. **Temporary Changes.** A Party asking for a temporary change to the parenting schedule will act in good faith and ask the other parent about the change as soon as possible, and any change shall be by mutual agreement and in Our Family Wizard, including any trade of parent-time. The Parties shall fairly change parenting schedules when family situations, illnesses or other commitments make changes reasonable.
- k. **Clothing and Personal Items.** The Parties shall each supply appropriate clothing and personal items for the Minor Children during their parent-time. These are the Minor Children's property and will be returned with the Minor Children.
- l. **Flexibility.** As the Minor Children grow older their interests may influence the parent-time schedule. The Parties shall be flexible in making reasonable changes to the parenting schedule as the needs and interests of the Minor Children may require.
- m. **Messengers.** The Parties shall not use the Minor Children as messengers to communicate with each other. Unless ordered by the Court, the Parties shall not use any third parties to communicate with each other.

- n. **Right of First Refusal.** Parental care shall be presumed to be better care for the Minor Children than surrogate care and both Parties shall be awarded the right of first refusal to provide care for the Minor Children when the other Party would require surrogate care overnight. If a Party decides to exercise the right of first refusal, then that Party shall be responsible for picking up and returning the Minor Children to the other Party for that period. This right does not preclude or prevent the Minor Children from spending reasonable time, including overnight visits, with family and friends without the presence of either Party.
- o. **Haircuts.** The Parties shall alternate in providing each Minor Children with haircuts i.e., if Ember provided the last haircut for SF, Erik would provide the next haircut; if Erik provided the last haircut for AF, Ember would provide the next haircut, etc.

9. Mutual Restraining Orders

- a. **Involving the Minor Children.** The Parties shall not, in the presence or hearing of the Minor Children:
 - i. Demean or disparage (talk badly about) the other Party;
 - ii. Attempt to influence the Minor Children's preference regarding custody or parent-time; or
 - iii. Say or do anything that would negatively affect the love and affection of the Minor Children for the other Party, or involve the Minor Children in the legal issues of this matter.
 - iv. When the Minor Children is under a Party's care, that Party shall use their best efforts to prevent other from doing anything described above, and if necessary, they shall remove the Minor Children from the situation.

- b. **Narcotics and Alcohol.** Both Parties shall be mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the Minor Children or before transporting the Minor Children. Furthermore, both Parties shall be mutually restrained from allowing the Minor Children to be in the presence of third parties using illegal narcotics or consuming alcohol to excess.
- c. **Threats and violence.** Both Parties shall be mutually restrained from committing, trying to commit or threatening to commit any violence against the other. The Parties shall be restrained from bothering, annoying, stalking, harassing, or threatening the other Party. Furthermore, the Parties shall be restrained from speaking derogatorily about each other on social media, including, but not limited to, Facebook, Twitter and Reddit.
- d. **Communication.** Within seven (7) days of entry of the Decree of Divorce, the Parties shall download and use Our Family Wizard to communicate with each other except that in the event of an emergency, the Parties may call each other. All communication shall be civil, respectful, courteous and non-threatening. Name-calling and swearing is never considered appropriate communications. Any necessary response to a message in Our Family Wizard shall be given in a timely manner and at least within 24 hours of receiving the message.
- e. **Enforcement.** If one Party fails to comply with a provision of this *Parenting Plan*, the other Party's obligations under the *Parenting Plan* are not affected.

Should a Party fail to fulfill a provision of the *Parenting Plan*, the other Party may bring a Motion to Enforce at the expense of the disobedient Party.

- d. **Life Insurance.** Erik shall retain his life insurance policy on himself for a period of two (2) years that is equal to his total alimony and child support obligation during this time period. Following this time period, Erik shall continue to have life insurance policy for an amount equal to his remaining total child support.

10. CHILD SUPPORT

- a. Erik's gross monthly income is \$16,405, based on his hourly wage of \$84.13 at 45 hours per week. Ember's gross monthly income is \$2,470, based on her hourly wage of \$19.00 at 30 hours per week. Based on the Parties' gross monthly incomes, and 50/50 custody, Ember shall be awarded \$1,040 in ongoing monthly child support, effective as of October 1, 2026, which shall continue until SF emancipates in June 2032, at which point it shall be automatically adjusted pursuant to § 81-6-213, Utah Code Annotated, unless otherwise modified pursuant to § 81-6-212, Utah Code Annotated. The Office of Recovery Services shall continue to collect child support.

11. MEDICAL EXPENSES

- a. § 81-6-208, Utah Code Annotated, shall be applied, as modified:
 - i. Medical expenses and costs include any medical, dental, orthodontal, psychological, therapeutic, and prescription costs.
 - ii. Insurance for the medical expenses of the minor child shall be provided by a parent if it is available at a reasonable cost; Erik shall continue to provide health insurance for the Minor Children.

- (a) The parent providing insurance for the medical expenses of the child shall 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. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 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.
- iii. If at any time a dependent child is covered by both parent's health, hospital, or dental insurance plans, Erik's plan shall primary and Ember's shall be secondary.
- iv. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance.
 - (a) The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the 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 children in the instant case.
 - (b) 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 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 child, the parent may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.
- v. Pursuant to § 81-6-208, Utah Code Annotated, each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical expenses incurred for the dependent child, including but not limited to deductibles and copayments.
 - (a) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the

other parent within 30 days of payment. The parent receiving the verification of the cost and payment of the medical expenses shall reimburse the other parent-time for one-half of the payment within 30 days.

(b) The parent receiving the verification of the cost of medical expenses shall:

- (i) Send a copy of the Decree of Divorce to the creditor of the medical expenses;
- (ii) Notify the creditor of their current address; and,
- (iii) Shall make arrangements to pay the creditor their one-half portion of the medical expenses.

vi. Pursuant to §§ 15-4-6.5-6.7, 81-3-105, and 81-4-406, Utah Code Annotated: When a court order has been entered providing for the payment of medical expenses of a minor children pursuant to § 81-6-208, Utah Code Annotated, or an administrative order under § 62A-11-326, Utah Code Annotated, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a Party who has paid in full that share of the medical and dental expenses required to be paid by that Party under the order, nor may the creditor make a negative credit report under § 70C-7-107, Utah Code Annotated, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, *Credit Information Exchange*, Utah Code Annotated, regarding a Party who has paid in full that share of the medical and dental expenses required to be paid by the Party under the order.

- (a) Each Party shall send a copy of the *Decree of Divorce* to the creditor of the particular medical expense of the Minor Children;
- (b) Notify the particular creditor of that Party's current address; and,
- (c) 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 Party under the order and also inform the particular creditor that it may not make a negative credit report under § 70C-7-107, Utah Code Annotated, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, *Credit Information Exchange*, Utah Code Annotated,

regarding a Party who has paid in full that share of the medical and dental expenses required to be paid by that Party under the order.

- vii. 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 notice provisions above.
- viii. Pursuant to Utah Code Annotated §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 U.C.A. §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.

- b. A Party's income is subject to income withholding for their portion of the Minor Children's medical expenses and medical insurance costs, as described above, in accordance with Title 62A, Chapter 11, Parts 4 and 5, Utah Code Annotated.

12. CHILDCARE EXPENSES

- a. § 81-6-209, Utah Code Annotated, shall be applied, as modified:
 - (1) Each parent shall share equally the reasonable work-related childcare expenses of the parents.
 - (a) A parent who incurs childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

- (b) If an actual expense for childcare is incurred, a parent shall begin paying their share directly to the childcare provider on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare 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.
 - (c) In the event the childcare provider is unwilling or unable to accept payment from both parents, the parent who incurs childcare expenses shall provide written verification of the cost and payment of childcare expenses to the other parent within 30 days of payment, and the parent receiving the verification of the cost and payment of the childcare expenses shall reimburse the other parent-time for one-half of the payment within 30 days.
- (2) In addition to any other sanctions provided by the court, a parent incurring childcare 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 the notice provision above.
- b. Childcare provided by a Party's family shall be presumed to be free.

13. EXEMPTION FOR INCOME TAX PURPOSES

- a. For purposes of state and federal tax exemptions, beginning with the 2026 Tax Year, Ember shall claim N.F., Erik shall claim A.F., and the Parties shall alternate claiming S.F. with Ember claiming her first. When only N.F. is available to claim, the Parties shall alternate claiming her, with Ember claiming her first.
- b. Pursuant to § 81-6-210, Utah Code Annotated: Erik shall not claim the Minor Children as exemptions if he is not current in his child support obligation as of December 31 of the Tax Year in question.
 - i. Pursuant to § 81-6-101(8), Utah Code Annotated: Erik's child support obligation shall be defined as the base child support award, or a monthly financial award for uninsured medical expenses, ordered by a tribunal for the support of a child, including current periodic payments, all arrearages

which accrue under an order for current periodic payments, and sum certain judgments awarded for arrearages, medical expenses, and childcare costs.

14. ALIMONY

- a. Ember shall be awarded alimony in the amount of \$3,560 for a period of 24 months, effective as of October 1, 2026. The Office of Recovery Services shall collect this alimony award with Erik's child support obligation. Alimony shall terminate automatically upon Ember's death, remarriage, or cohabitation.
 - i. Erik shall continue to pay child support and alimony pursuant to the Amended Temporary Order through September 30, 2026, at which point Ember shall be expected to cover her own living expenses (mortgage, medical, insurance, car insurance, phone, etc).
 - ii. Parties shall cooperate in working with the phone company to separate their phone account so that each party can keep their individual number for their own accounts and list whatever name they desire on the accounts.

15. ASSET AND DEBT DIVISION

- a. **Real Property.** During the marriage the Parties acquired the real property located at 6345 S. Howey Drive, Holladay, Utah 84121 (Home). The appraised value of the home is \$598,000, the mortgage balance is \$190,678.23, meaning that the equity in the home is \$407,321.77. Ember shall be awarded the first \$60,000 of the equity in the home, and the Parties shall equally divide the remaining equity of \$347,321.77, with both Parties awarded \$173,660.89 from the equity in the home as follows:
 - i. Ember shall be awarded the home and shall refinance the mortgage to remove Erik's name and shall otherwise pay Erik his \$173,660.89 equity

in the home, less the \$21,265.23 awarded to Ember in Paragraph 15(e)(i) below, for a total of \$152,395.66, within sixty (60) days of entry of the Decree of Divorce.

- ii. If Ember is unable to refinance the home and pay Erik his portion of the equity within the sixty (60) day timeframe, Erik may have sixty (60) days to refinance the home to remove Ember's name from the mortgage and pay Ember her \$233,660.89 equity in the home, plus the \$21,265.23 awarded to Ember in Paragraph 15(e)(i) below, for a total of \$254,926.12.
- iii. If Erik is unwilling or unable to refinance the home and pay Ember her equity within the sixty (60) day timeframe, the home shall be sold with the proceeds being paid out first towards the mortgage, then towards realtors and other closing expenses, then Ember shall be awarded the first \$60,000 of the net proceeds from the sale of the home, and lastly the Parties equally dividing the remaining net proceeds, with the \$21,265.23 awarded to Ember, in Paragraph 15(e)(i) below, from Erik's portion of the proceeds from the sale of the home. The parties shall select a mutually agreed upon realtor within one-week of Erik indicating he would not be refinancing or buying out the home. If the parties cannot agree to a realtor then they each would submit three names each to the Court to decide. The realtor shall assist the parties in determining a fair-market price for the Home and whether or not repairs shall be performed on the home prior to sale.
- iv. Neither party shall further encumber the Home until either subsection (i), (ii), or (iii) above is completed in its entirety except by written consent of both parties. A refinance that is contemplated in (i) or (ii) shall not be considered an encumbrance under this subsection.

- b. **Separate and Marital Property.** Ember is awarded all of the items in the marital home, including all gifts to her from family and friends, except that Erik shall be awarded the following items that remain in the marital home [these items shall be removed from the home (1) within fourteen (14) days of Erik receiving confirmation of Ember's refinance of the marital home, and if they are not removed within twenty-eight (28) days of the refinance of the marital home,

Ember may dispose of the items; (2) if Ember does not refinance and Erik refinances the items, there is no need to remove these items from the home; or (3) if neither Party refinances and the home is sold, Erik shall remove these items within 2 weeks of providing notice of his decision to not refinance the home]; both Parties may have a third Party present when this property is removed):

- i. His clothes
- ii. Camping items in pop-up – (except for flashlights, popup sunshade, coolers, and double-sleeping bag)
- iii. Erik's Hunting gear and his personal backpacks
- iv. Blankets and tablecloths and similar given from his parents and family/friends.
- v. Steel toe boots, hunting boots, and his other shoes
- vi. Tool type things: Renovation tools and car repair tools
- vii. Electronics: PS3 and Personal Computers and parts
- viii. Music equipment: Acoustic drums, Electronic drums, Recording equipment, Performing equipment
- ix. Storage items: His ½ of stored books (the Parties will go through with a 3rd party to determine how to allocate); Erik's college items and books; Stored items from his best friend (Mike Hogan); beer steins and alcohol glasses
- x. Popup trailer plus accessories in the trailer, except for those identified above in (ii) that are awarded to Ember.
- xi. Safe
- xii. Contents of the Safe:
 - a. Parties shall split the gold and silver 50:50 (if extra 1 coin, Ember gets the one extra silver coin piece.)
 - b. Guns to Erik except for the gun 2nd from bottom of the attached document "contents from safe". From Exhibit 39.
 - c. Erik keeps rhenium cube.
 - d. Erik keeps the documents and data stored on the hard drives*, which shall be professionally copied and shared with Ember; Erik has already taken the hard drive that contains pictures of the Minor Children's baby photographs – Erik shall provide digital copies of these photographs to Ember when the hard drives in the safe are copied and shared. The copying and sharing of all this information and pictures shall take place within seven (7) days of when the contents of the safe are distributed, with the costs equally shared

between the Parties.

* Erik believes that there is work product (from prior employers) on the hard drives. Those portions of the drives shall not be included in the copying and sharing. Erik will work with the professionals to identify what data is work product and what data is marital in nature.

e. Each Party gets a marriage certificate.

f. Anything not mentioned above from the safe would remain with Ember.

xii. His art prior to marriage and all the art purchased during the marriage except for the picture of a belly dancer.

xiii. Erik's work desk from downstairs – it is Erik's responsibility to remove this from the marital home when he collects the other items of property in this section.

c. **Vehicles.** Ember shall be awarded the FJ Cruiser and Erik shall be awarded the Honda Pilot; within thirty (30) days of entry of the Decree of Divorce, the Parties shall execute any paperwork necessary to transfer ownership of the vehicles and the Parties shall give each other any and all keys they have to the vehicle awarded to the other Party. Erik shall receive an offset of \$6,840 representing one-half of the value of the FJ Cruiser in the division of the America First Credit Union accounts, as described below; there shall be no offset for the Honda Pilot.

d. **Child Related Costs.** Erik shall pay \$524 in child related costs for the child related costs that were presented at trial, and an additional \$228.43 for child related costs from May 27, 2026, to the trial date, for a total of \$752.43, based on the following:

Date	Service	Child	Amount Paid	Date Receipt Given
5/27/2026	Scouts	AF	\$70.00	5/27/2026
7/13/2026	Therapy	SF	\$122.54	7/13/2026
7/23/2026	Doctor	AF	\$11.38	7/23/2026
7/13/2026	Chess Club	AF	\$26.54	7/13/2026
7/14/2026	Sleep Medication	SF	\$8.85	7/14/2026
8/24/26	Therapy	SF	\$122.54	8/24/26
8/27/26	School Fees		\$95	8/27/26
		Total	\$456.85	
		Erik's Portion	\$228.43	

i. Ember shall receive an offset \$752.43 in the division of the America First Credit Union accounts, as described below.

e. **Financial Assets.**

- i. The Parties shall be awarded their accounts at America First Credit Union. The balance of Erik's accounts at the time of separation, June 1, 2024, shall be divided as follows:

Rember Account Ending 3042:	\$14,135.78
Erik's Account Ending 3905:	\$32,210.56
<u>Erik's AFCU Credit Card:</u>	<u>-\$6,320.74</u>
Total to Divide	\$40,025.60
Award to Ember	\$20,012.80
Offset for FJ Cruiser	-\$6,840.00
Offset for Home Repairs	\$8,000.00
<u>Offset for Child Related Costs</u>	<u>\$752.43</u>
Total Award to Ember	\$21,625.23

This \$21,625.23 shall be awarded to Ember as indicated in section 15(a) above in relation to the division of the equity in the marital.

- ii. The following accounts shall be divided equally as of the entry of the Decree of Divorce:

Erik's Kiva account
The Parties' Coinbase accounts
Erik's HSA account
The Parties' Fidelity accounts

Within seven (7) days of entry of the Decree of Divorce, verification of the balances of these accounts as of the entry of the Decree of Divorce shall be exchanged, and the money shall be transferred within fourteen (14) days of entry of the Decree of Divorce.

- iii. Ember is awarded one-half of the balance of Erik's LOB 401(k) Plan (Empower, Participant ID 36451216, Plan 5000505-01), as of the date entry of the Decree of Divorce, including all gains and losses. The Parties shall equally divide the costs for the related Qualified Domestic Relations Order, which shall be initiated within fourteen (14) days of entry of the Decree of Divorce.
- iv. Regarding Erik's ARUP Inc Retirement and Employee Savings Plans, Erik shall be awarded the balance of this account as of October 9, 2015, as his separate premarital portion, including all gains and losses from that

premarital portion to the present day. The Parties shall equally divide the remaining balance (everything added to the account since the date of marriage, October 10, 2015) of this account as of the date of entry of the Decree of Divorce, including all gains and losses from that marital portion to the date of entry of the Decree of Divorce. The Parties shall equally divide the costs for the related Qualified Domestic Relations Order, which shall be initiated within fourteen (14) days of entry of the Decree of Divorce.

- v. Ember shall be awarded Erik's Computershare account; Ember's name shall be added to the account and Erik's name shall be removed from the account.
- f. **Financial Debts.** The Parties shall be solely responsible for the debts held in their own names, holding the other Party harmless thereby.
- g. **Business Interests.** Erik shall be awarded Rember LLC along with all its accounts (after the division anticipated above), assets, debts, liabilities, etc.

16. MISCELLANEOUS

- a. **Attorney and Custody Evaluation Fees.** The Parties shall pay their own attorney fees and costs. The fess that Erik paid for the custody evaluation shall not be divided.
- b. **Maiden Name.** Ember shall be awarded the use of her maiden name, Leonard, should she so choose.

END OF ORDER

COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/ Adam Forsyth

Counsel for Petitioner

*E-Signature Used with Written Permission of Adam Forsyth,
Given Via Email, [aforsyth@fslaw.com] Dated 09/29/26*

RULE 7 WARNING

Pursuant to Rule 7, URCP, objections to the proposed order shall be filed within (7) days after service. The party preparing the order shall file the proposed order upon being served with an objection or upon expiration of the time to object.

CERTIFICATE OF SERVICE

I hereby certify that, on the 18th day of September 2026, I caused the foregoing proposed DECREE to be served upon Petitioner's counsel of record, Adam Forsyth, via email, as follows:

aforsyth@fslaw.com

/s/ Nick Gottwald