The Order of the Court is stated below:
Dated: October 06, 2026 01:55:00 PM **/s/** AMANDA MONTAGUE
District Court Judge

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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 ANDREA E. JOHNSON, Petitioner, and JOSHUA E. JOHNSON, Respondent.	**DECREE OF DIVORCE** Case No. 254904874 *Tier 4* The Honorable Stephen Nelson Commissioner Michelle Blomquist

The above-captioned matter has come before the Court for disposition based on the Petitioner Andrea E. Johnson ("Andrea") and Respondent Joshua E. Johnson's ("Josh") Stipulation and Settlement Agreement, filed with the Court on September 25, 2026. The Court, having reviewed the parties' Stipulation, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed in the premises, now ORDERS, ADJUDGES and DECREES:

ARTICLE 1 - DECREE OF DIVORCE

1.1 The parties are granted a Decree of Divorce, final upon entry, severing the bonds of

matrimony heretofore existing between them, upon the grounds of irreconcilable differences.

ARTICLE 2 - CUSTODY & PARENT-TIME

2.1 PHYSICAL CUSTODY & PARENT-TIME. The parties have three minor children, to wit: C.J., born in September of 2008, P.J., born in November of 2010, and B.J. born in July of 2013. Andrea is awarded sole physical custody of the children. The parties are entitled to parent-time as follows:

2.1.1 The parties are entitled to parent-time with the children as they can agree.

2.1.2 If they cannot agree, the parties shall share parent-time pursuant to Utah Code Ann. §81-9-302, as follows:

(a) **Weekday Parent-time**. Joshua is entitled to one weekday each week on Tuesday beginning at 5:30 p.m. and ending at 9:00 p.m. At Joshua's election, and if he is personally able to be with the children, his weekday parent-time may commence at the time the children's school is released on Tuesday or at 9:00 a.m. if there is no school.

(b) **Weekend Parent-time**. Joshua is entitled to every other weekend from Friday at 5:30 p.m. until Sunday evening at 7:00 p.m. At Joshua's election, and if he is personally able to be with the children, his weekend parent-time may commence at the time the children's school is released on Friday or at 9:00 a.m. if there is no school.

2.2 PARENT-TIME EXCHANGES.

2.2.1 The parties shall share transportation for parent-time as they can agree. If they

cannot agree, parent-time exchanges shall happen curbside at the parties' residences or another mutually agreed upon location, with the parent beginning his or her parent-time picking up the children. If one or more children have a driver's license, they may transport themselves and the other children to and from parent-time.

2.2.2 A sibling, stepparent, or grandparent or another responsible adult may pick up or drop off the children for parent-time. If a parent wants to use an individual other than a sibling, stepparent, or grandparent for parent-time exchanges, the other parent must be notified of the identity and telephone number of the individual, in advance.

2.2.3 Pick-ups and drop-offs shall not be coordinated through the children, but directly between the parties.

2.2.4 During parent-time exchanges, the parties shall be prompt and timely. They shall have the children ready for parent-time. If unforeseen circumstances arise, the party whose circumstances changed shall give the other prompt notice of any delay, the remedy arranged, and the best estimate for how the exchange schedule will be affected. Furthermore, parent-time is not contingent on the behavior of the children, regardless of completion of chores or responsibilities during one parent's time; the other parent cannot withhold parent-time from the other party.

2.3 HOLIDAY PARENT-TIME. The parties shall exercise holiday parent-time as they can agree. If they cannot agree, the parties shall exercise holiday parent-time pursuant to the following schedule:

Even Years	Odd Years	Holiday and Time
Joshua	Andrea	**Martin Luther King Jr. Holiday** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Andrea	Joshua	**President's Day** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.
Joshua	Andrea	**Spring Break** (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Andrea	Joshua	**Memorial Day** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.
Andrea	Andrea	**Mother's Day** (1) Holiday begins on Joshua's Day at 9 a.m. (2) Holiday ends on Joshua's Day at 7 p.m.
Joshua	Joshua	**Father's Day** (1) Holiday begins on Andrea's Day at 9 a.m. (2) Holiday ends on Andrea's Day at 7 p.m.
Andrea	Joshua	**Juneteenth National Freedom Day** (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Andrea's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Andrea's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Joshua	Andrea	**Independence Day** (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Andrea	Joshua	**Pioneer Day** (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Joshua	Andrea	**Labor Day** (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or, (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.
Andrea	Joshua	**Columbus Day** (1) Holiday begins at 6 p.m. on the day before Columbus Day (2) Holiday ends at 7 p.m. on Columbus Day.
Joshua	Andrea	**Fall Break**

		(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.
Andrea	Joshua	**Halloween** (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or, (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Joshua	Andrea	**Veteran's Day** (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Andrea	Joshua	**Thanksgiving** (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 4 p.m. on the night before school resumes.
Joshua	Andrea	**Winter Break (First Half)** (1) Holiday begins at: (a) 6 p.m. 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 26th at 9 a.m.
Andrea	Joshua	**Winter Break (Second Half)** (1) Holiday begins on December 26th at 9 a.m. (2) Holiday end at 7 p.m. on the night before school resumes.
Andrea	Joshua	**Day of Child's Birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Joshua	Andrea	**The day before or After Child's Birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Andrea	Andrea	**Andrea's Birthday** October 17th from 3 p.m. to 9 p.m.
Joshua	Joshua	**Joshua's Birthday** September 26th from 3 p.m. to 9 p.m.

2.3.1 Holiday parent-time takes precedence over the regular parent-time schedule.

2.3.2 If a holiday falls on a regularly scheduled school day, the parent exercising parent-time is responsible for the children's attendance at school for that school day.

2.3.3 If the children's school schedules vary for purposes of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children

may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any of the children return to school.

2.4 EXTENDED (SUMMER) PARENT-TIME.

2.4.1 Each year, Joshua is entitled to up to four (4) weeks[1] of extended parent-time, which may be consecutive, with the children during the children's school summer vacation. These weeks shall commence each year the first Sunday after school is released at 4:00 p.m. and shall end on the Sunday four (4) weeks later at 4:00 p.m. Two of these weeks may be uninterrupted parent-time and the other two weeks may be interrupted by Andrea for a weekday visit on the same day on which Joshua has his midweek parent-time and for the same times.

2.4.2 Each year, Andrea is entitled to up to two (2) weeks of extended parent-time, which may be consecutive, with the children during the children's school summer vacation, but not during Joshua's extended parent-time as set forth herein. These two weeks may be uninterrupted parent-time.

2.4.3 Andrea shall notify Joshua of her extended parent-time no later than May 1 each year.

2.4.4 Andrea is restricted from scheduling her extended parent-time during Joshua's holiday parent-time unless otherwise agreed upon in writing. Extended parent-time takes precedence over the regular parent-time schedule and the regular parent-time schedule shall continue at the conclusion of the extended parent-time.

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1 A "week" is defined as a period of time consisting of seven (7) consecutive overnights.

2.5 **COMMUNICATION/VIRTUAL PARENT TIME**. Each party may have telephone contact with the children at reasonable hours and for a reasonable duration. If the equipment is reasonably available, each party may have virtual parent-time (e.g., Facetime) with the children at reasonable hours and for a reasonable duration. The children may call either parent at any time.

2.6 **TRAVEL/VACATIONS**. The parties shall advise each other of the logistical details regarding out-of-state travel, vacation time, or when the children travel over 150 miles from either party's home. Such details must include a travel itinerary, contact information where the children may be reached in an emergency, and other means of communication where the children may be reached.

2.7 **RELOCATION**. If either party moves more than seventy-five (75) miles from the other parent, they must follow the provisions outlined in Utah Code Ann. §81-9-209 and relevant Utah case law, which is incorporated by reference herein.

ARTICLE 3 - LEGAL CUSTODY

3.1 The parties are awarded joint legal custody of their children.

ARTICLE 4 - PARENTING PLAN

General Provisions

4.1 The parties shall each give special consideration and make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or in the life of either party, which may inadvertently conflict with the parent-time schedule.

4.2 Each party shall have direct access to all school reports and medical records and must be

notified immediately if a medical emergency occurs. Each party shall list the other as an emergency/parent contact on any school or related form requesting such information.

4.3 Each party shall provide the other with his or her current address, telephone number, email address, and virtual parent-time access information, within 24 hours of any change.

4.4 The parties shall strive to maintain consistency in the children's lives, but each may make decisions regarding schedules, etc. during their own parent-time. The parties shall implement and use an electronic calendar for coordinating the schedules of the children. Placing a child's activity or event on the electronic calendar shall be deemed as giving notice of the event or activity to the other parent.

4.5 The parties shall not use, consume, or come under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, within 24 hours of, or while exercising, parent-time.

4.6 The parties shall not allow any person using, consuming, or who is under the influence of alcohol beyond the legal driving limit, illicit drugs, or prescription drugs not prescribed to them or used contrary to medical direction, to be responsible for the children, or to be left alone with the children while that party is exercising parent-time.

4.7 The parties shall not smoke or vape in the presence of the children.

4.8 The parties shall not use future romantic partners to communicate with the children about this case and shall not permit romantic partners or third parties to assume the parties' rights and obligations set forth herein.

4.9 RIGHT OF FIRST REFUSAL.

4.9.1 During Joshua's parent-time: After school when school is in session and on days

when school is not in session (for holidays, summer vacation, teacher prep days, or otherwise), Andrea shall have the right to care for the children if Joshua is working. On such days, Joshua shall retrieve the children from Andrea's residence after work or the parties shall agree upon and/or arrange other transportation for the children.

4.9.2 The parties agree that if a parent is personally unavailable to care for the children for a period of overnight or longer during his/her parent-time, the other parent shall be given the first option to care for the children during that time. If the non-custodial parent exercises this right, he/she shall provide all transportation and shall return the children when the custodial parent is able to resume care for the children. The custodial parent must provide reasonable notice to the non-custodial parent and the parties shall work together to ensure pick-up and drop-off times are reasonable. The parent exercising first right of refusal shall be solely responsible for all pick-up and drop-off of the children necessary to exercise first right of refusal.

Education Plan

4.10 The children shall remain in their current schools (and future feeder schools assigned by the school district) unless otherwise agreed by the parties so long as one of the parties resides in the marital home. If neither party lives in the marital home, Andrea's home shall be the home for purposes of designating the children's schools.

4.11 Both parties shall have access to the children during school and will have the authority to check the children out of school. Neither party shall check the children out of school

during the other parties' parent-time without express written permission from the other party.

Decision-Making

4.12 Each party may make decisions regarding day-to-day care and control of the children while the children are residing with that parent.

4.13 The parties shall discuss and jointly concur on all major decisions, which are decisions concerning the health, education, religious upbringing, and welfare of the children. The parties shall communicate prior to making major decisions, utilize and confirm through telephone, e-mail, or text message questions, concerns, and issues related to such decisions, and adhere to a 48-hour response time. If the parties cannot come to an agreement, they shall jointly present the issue to subject matter experts, (i.e., the children's primary care physician for medical issues, their primary dentist for dental decisions, the children's teachers, principals, and counselors for school-related issues, and the appropriate religious leaders for religious issues) and they shall defer to the recommendation of the experts. If there is no agreement following the above steps, Andrea shall have the right to make the decisions subject to Joshua's right to bring the matter before the Court.

4.14 The parties shall continue to raise the children in the LDS faith. Each party may attend the religious services of their own choosing with the children during their respective parent-time.

4.15 If a child has possession of an electronic device capable of accessing the internet, that device shall travel with that child, and both parties shall have full access to the device,

including all passwords used on the device, may impose rules and restrictions regarding the device in their own homes, and may implement parental controls and safeguards on the device to protect the children. Notwithstanding the foregoing, neither party may deter or interfere with the children's ability to contact the other parent through the children's devices so long as such communication is at reasonable times and for reasonable durations. The parties shall use their best efforts to avoid interrupting the children's sleep with their communications. Both parents will have equal access to the phone and all restrictions. The parties will discuss the limits for the phones and jointly present those limitations to the children.

4.16 Either party may make emergency decisions regarding the health and safety of the children and shall notify the other party immediately of any medical or other emergency involving the children.

Communication with and Treatment of the Other Party

4.17 The parties shall communicate with each other as they may agree for questions, concerns, information, calendaring, and addressing issues regarding the children. Each party must respond within 48 hours of receiving a phone call, email, or text message from the other party regarding the children.

4.18 Either party may request that the parties use Our Family Wizard ("OFW") for non-emergency communications. If one party desires to use OFW, the parties shall promptly commence using OFW and each party shall pay his or her fees associated therewith. The parties may jointly agree to cease using OFW.

4.19 When dealing with each other on parenting and parent-time issues, the parties shall

remain focused on the best interests of the children and shall use their best efforts to foster a positive, working, respectful relationship.

4.20 Neither party may disparage the other or their respective family members in the presence of the children. Each party shall speak positively and respectfully about the other party, emphasizing his or her parental strengths and love for the children. Each party shall use his or her best efforts to prevent third persons from speaking negatively about the other party or respective extended family members in the presence of the children. If such disparaging remarks are being made, the parent with the children must remove them from the area.

4.21 Each party shall reasonably facilitate and encourage his or her immediate family members and significant others who may be involved in visitation/parent-time to reasonably facilitate and encourage contact between the children and both parents. The parties shall respect the children's rights to have a meaningful bond with the other parent and any other immediate family members or other significant persons involved in the children's lives.

4.22 The parties shall not use the children as messengers or problem-solvers. The parties shall not ask, encourage, or allow the children to monitor, record, or spy on the other party. Each party understands the detrimental effect this has on the children. All communication regarding the children must be between the parties, and neither party may use them to convey information, finances, or schedule visitation/parent-time changes. Likewise, if the parties have a dispute that must be resolved in court, they shall not discuss the court proceeding with the children and must prevent all others from doing the same.

ARTICLE 5 - CHILD SUPPORT

5.1 **ANDREA'S INCOME.** Andrea is employed and earns an average gross monthly income of approximately $3,000 per month.

5.2 **JOSHUA'S INCOME.** Joshua is employed and earns an average gross monthly income of approximately $6,917 per month.

5.3 **CHILD SUPPORT OBLIGATION**. Pursuant to Utah Code Ann. §81-6-101 *et seq* and the respective incomes of the parties and the parent-time schedule set forth herein, Joshua shall pay Andrea **$1,336** each month for child support, effective the first day of the month following entry of the Decree of Divorce.

5.3.1 Joshua may pay one-half of his child support and alimony obligations by the 15th of each month and one-half by the last day of each month.

5.3.2 Child support shall be paid until August 31st of the year the child graduates from high school during his/her normal and expected year of graduation. As each child emancipates, child support will adjust or terminate in accordance with Utah law.

5.4 **SCHOOL/CHURCH FEES**. School fees and costs shall be equally shared by the parties.

5.5 **CAR INSURANCE**. Until a child turns 18 or graduates high school, whichever is later, Joshua shall maintain that child's car insurance coverage and pay the expenses associated therewith.

5.6 **CELLPHONES**. Until a child turns 18 or graduates high school, whichever is later, Andrea shall maintain that child's cellphone plan/coverage and pay the expenses associated therewith.

ARTICLE 6 - HEALTH INSURANCE & EXPENSES

6.1 Andrea shall continue to maintain a policy of health insurance for the children. If coverage is not available through her employment, the parties shall cooperatively discuss and enroll their children in appropriate health and dental care insurance.

6.2 If at any point in time the children are covered by the health, hospital, or dental insurance plans of both parties, Andrea's plan shall be primary coverage for the children, and Joshua's plan shall be secondary coverage. If a party remarries and the children are not covered by that party's health, hospital, or dental insurance plan but are covered by a step-parent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the children.

6.3 The parties shall equally share the out-of-pocket costs of the healthcare premium actually paid by a parent for the children's portion of health insurance.

6.3.1 The children's portion of the premium is a per capita share of the premium actually paid.

6.3.2 The premium expense for a 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.

6.4 The parties shall equally share all reasonable, necessary, and agreed upon uninsured medical expenses, dental and orthodontic expenses, therapy and counseling expenses, deductibles, and co-payments incurred for the children and actually paid by the parties.

6.5 A parent who incurs healthcare expenses shall provide written verification of the cost and

payment of medical expenses to the other parent within 30 days of payment and the other parent shall then have 30 days to reimburse the other parent. If possible, the parties may pay providers their respective shares of healthcare expenses directly to providers.

6.6 The party providing insurance for the children shall provide verification of insurance coverage to the other parent upon initial enrollment of the children, and thereafter on or before January 2 of each calendar year. The party providing insurance shall also notify the other of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he/she first knew, or should have known, of the change.

ARTICLE 7 - EXTRACURRICULAR ACTIVITIES

7.1 The parties shall equally share the costs of the children's extracurricular activities that have been agreed upon in writing. Should the parties not agree upon an activity, the party desiring to enroll the children shall pay the full cost and the other party will not be expected to provide transportation, nor will the children be obligated to attend the non-agreed activity during the non-agreeing parent's parent time. The parties are presumed to agree on the activities in which the children are enrolled as of the date of their Stipulation and Settlement Agreement.

ARTICLE 8 - TAX EXEMPTIONS

8.1 Commencing with the 2026 tax year, the parties shall divide the right to claim the children for tax purposes as follows:

8.1.1 When there are three children eligible for the child tax credit, Andrea shall claim the oldest child and Joshua shall claim the middle child each tax year and Andrea shall claim the youngest child in even-numbered tax years and Joshua shall claim

the youngest child in odd-numbered tax years.

8.1.2 When there are two children eligible for the child tax credit, Andrea shall claim the older child each tax year and Joshua shall claim the younger child each tax year.

8.1.3 When there is one child eligible for the child tax credit, Andrea shall claim the child in even-numbered tax years and Joshua shall claim the child in odd-numbered tax years.

8.2 The parties may claim their emancipated children for tax purposes as they can agree.

8.3 Joshua may only claim a child or children for tax purposes if he is current on his child support obligations for the relevant tax year.

ARTICLE 9 - REAL PROPERTY

9.1 **MARITAL HOME**. During the marriage, the parties acquired real property located at 13598 S. Deer Mountain Circle, Riverton, Utah 84065 (the “marital home” or “home”).

9.2 **AWARD OF HOME**. Andrea is awarded all right, title, and interest in the marital home and shall assume, pay, and hold Joshua harmless from all debts, liabilities, obligations, and expenses associated therewith, including the mortgage, utilities, upkeep, maintenance, and repairs associated therewith.

9.3 **MORTGAGE**.

9.3.1 The mortgage on the marital home existing at the time of the signing of the parties’ Stipulation is in both parties’ names and shall remain on the marital home until one (1) year after the parties’ youngest child graduates from high school.

9.3.2 Andrea, at her sole discretion, may refinance the mortgage or sell the home at any

time after entry of the Decree of Divorce, but must refinance or sell the marital home no later than one (1) year after the parties' youngest child graduates from high school.

9.3.3 Before Andrea refinances or sells the marital home, and while Joshua's name remains on the mortgage, she shall timely make each monthly mortgage payment. Joshua shall have access to the home mortgage online account to ensure the payments are made and to protect his credit. If Andrea fails to make a mortgage payment while Joshua's name is associated with the mortgage, and if Joshua makes a payment due to Andrea's failure to make a payment, Joshua shall be reimbursed the amount of such payment(s) when Andrea pays Joshua his share of the equity or from the proceeds of the sale of the home, if the marital home is sold.

(a) If Andrea fails to make a mortgage payment for two or more consecutive months, the parties shall be required to immediately list and sale the home pursuant to paragraph 9.5 herein.

9.3.4 No later than the first day of the month following entry of the Decree of Divorce, the parties shall cooperate to place all of the home utilities and other relevant accounts in Andrea's name.

9.4 PAYMENT OF JOSHUA'S EQUITY. Andrea shall pay Joshua his share of the equity in the marital home as set forth herein. If Andrea fails to do this, the marital home shall be immediately placed on the market and sold. Joshua's share of the equity in the marital home shall be calculated and paid as follows:

9.4.1 No later than ninety (90) days after the entry of the parties' Decree of Divorce, Andrea shall pay Joshua $50,000.00.

9.4.2 When Andrea refinances or sells the marital home as set forth herein, she shall pay Joshua 25% of the equity in the marital home existing at that time. If the house is sold or refinanced within 18 months after entry of the Decree of Divorce, the equity will split 50/50 minus the 50k previously paid out to Joshua.

9.4.3 These payments constitute a full and final settlement of Joshua's equity in the marital home. All other equity in the marital home will be awarded to Andrea.

9.5 **SALE OF THE MARITAL HOME**. If Andrea fails to pay Joshua his share of the marital home equity as set forth herein or if Andrea elects to sell the marital home at any time, the marital home shall be sold, as follows:

9.5.1 Andrea shall have the right to select the realtor and the parties shall fully cooperate with the realtor in listing, preparing, and selling the marital home.

9.5.2 Joshua must consent to Andrea's acceptance of any offers on the marital home, which consent must not be withheld. Joshua shall promptly sign and execute documents or releases to allow Andrea to list and sell the home.

ARTICLE 10 - PERSONAL PROPERTY.

10.1 Each party is awarded his or her premarital and separate personal property, together with any debt or liability associated therewith, free from any claim by the other party.

10.2 The personal property in the marital home from Wayne Sowers and/or Wayne Sowers' mother shall remain in the marital home until further agreement by the parties and Mr. Sowers.

10.3 Joshua is awarded the following personal property:

10.3.1 Hyundai Sonata;

10.3.2 The upstairs master bedroom set passed down from family;

10.3.3 Downstairs couches;

10.3.4 Downstairs television;

10.3.5 Downstairs dishes;

10.3.6 Some of the household decorations; and

10.3.7 His personal effects including his bookcase.

10.4 Andrea is awarded the following personal property:

10.4.1 2019 Toyota Sienna (with the loan associated therewith);

10.4.2 2009 Honda Odyssey;

10.4.3 The furniture that was passed down to Andrea from her family (dining table, bookcase and children's beds);

10.4.4 Upstairs couches;

10.4.5 Upstairs television;

10.4.6 Piano;

10.4.7 Household decorations;

10.4.8 Freezer in garage;

10.4.9 All other items in the home not awarded to Joshua;

10.4.10 Her personal effects; and

10.4.11 The personal property in Andrea's possession and/or control.

10.5 Joshua shall retrieve the personal property awarded to him herein from the marital home

no later than fourteen (14) days after entry of the Decree of Divorce. If he fails to do so, such property is forfeited and shall be awarded to Andrea.

10.6 Any other personal property not mentioned herein shall be divided as the parties can agree. If they cannot agree, the parties shall resolve the issue in mediation.

10.7 Within thirty (30) days of entry of the Decree of Divorce, the parties shall cooperate to remove their names from the title and/or loan of the property awarded to the other party.

10.8 The parties shall, upon request, duplicate any desired family pictures and videos and provide the other a digital copy of the pictures/videos within a reasonable time after written request.

ARTICLE 11 - FINANCIAL, BUSINESS, & OTHER ACCOUNTS

11.1 **INDIVIDUAL ACCOUNTS**. Each party is awarded his or her individual, personal, and business financial accounts free and clear from any claim by the other party.

11.2 **JOINT FINANCIAL ACCOUNTS**. The parties have various joint accounts held at various institutions including, but not limited to, Canyon View Credit Union (6087), Navy Federal Credit Union (0028, 5529, 7053), and America First Credit Union (9194). No later than fourteen (14) days after entry of the parties' Decree of Divorce, the parties shall equally divide the balance of their joint accounts and shall close the same or remove a party as agreed.

11.3 **RETIREMENT/INVESTMENT ACCOUNTS**. During the parties' marriage, Joshua acquired a retirement account, including an account with Aspire Chiropractic. Andrea is awarded one-half of all retirement accounts acquired by Joshua using the value of the account at the time of entry of the Decree of Divorce, unless otherwise agreed. The

parties shall retain and jointly share the cost of Rori Hendrix (or another mutually agreed upon attorney) to calculate the marital portion of the parties' retirement account and to prepare and execute a Qualified Domestic Relations Order ("QDRO").

11.4 The parties are awarded his or her own IRA held at Canyons Credit Union, free and clear of any claim from the other.

11.5 Andrea is awarded her retirement account created with the start of her employment in December of 2024.

11.6 **BUSINESS INTERESTS**. Each party is awarded his or her own business interests, and corresponding assets, debts, and/or liabilities, free and clear from any claim by the other party, if any.

11.6.1 Joshua is awarded the $19,000 given to him by his parents for purposes of starting a new business.

ARTICLE 12 - DEBTS & OBLIGATIONS

12.1 During the marriage, the parties acquired various debts and obligations. If one party was not aware of a debt or obligation, it shall be the sole responsibility of the party who incurred the debt or obligation.

12.2 Joshua shall assume, pay, and hold Andrea harmless the following debts:

12.2.1 His student loan debt;

12.2.2 Credit cards with JC Penny and Scheels, and

12.2.3 Any debts/credit cards in his name and debts he has incurred in his own name and/or without Andrea's knowledge or consent.

12.3 Andrea shall assume, pay, and hold Joshua harmless the following debts:

12.3.1 The debt on the Toyota Sienna (as stated above);

12.3.2 The debt associated with the marital home (as stated above); and

12.3.3 Any debts in her name and debts she has incurred without Joshua's knowledge or consent.

12.4 The parties shall jointly pay the Navy Federal Credit Union credit card debt and the Canyon View Credit Union credit card debt, with Joshua paying 60%, and Andrea paying 40%, of the total combined debt at the time of the execution of their Stipulation and Settlement Agreement. Neither party may accrue additional debt on these credit cards.

12.5 The parties hereby represent and warrant that neither of them has incurred any debts in the other party's name, joint or otherwise, which has not already been disclosed herein and/or paid. If, after entry of the Decree of Divorce, a previously undisclosed debt is discovered or raised by a party, the party who incurred the debt shall be solely liable thereto and shall hold the other party harmless therefrom, regardless if the other party's name is associated with the debt. Neither party will use the other's financial information to obtain additional debt and will ensure that any joint or merged accounts are separated so that neither may purchase items with the assets of the other.

12.6 The parties acknowledge that creditors are not bound by this Decree of Divorce. Each party shall promptly notify any creditor holding a debt allocated herein of the allocation of responsibility set forth herein and shall execute any documents reasonably necessary to effectuate such allocation.

12.7 Each party shall use their best efforts to remove the other party's name, liability, and credit exposure from any debt, loan, line of credit, lease, or other financial obligation

awarded to that party under this Decree of Divorce. Such efforts shall include, as applicable, refinancing, assumption of indebtedness, balance transfers, account closures, or obtaining creditor approval to release the other party from liability. If a creditor requires additional documentation or cooperation from the non-responsible party to facilitate such removal, the non-responsible party shall reasonably cooperate, provided such cooperation does not require that party to incur financial liability or materially impair that party's creditworthiness.

12.8 Until a party's name is removed from any debt assigned to the other party, the party responsible for the debt shall timely make all required payments and shall indemnify, defend, and hold the other party harmless from any claim, collection activity, credit reporting, deficiency, expense, attorney fees, or liability arising from such debt.

ARTICLE 13 - ALIMONY

13.1 Joshua shall pay Andrea alimony (a.k.a. “spousal support”) as follows:

13.1.1 Effective the first day of the month following entry of the Decree of Divorce, Joshua shall commence paying Andrea alimony each month for a time equal to 15 years (or 180 months) after the first payment, as follows:

(a) Joshua shall pay Andrea alimony in the amount of $775 per month.

13.1.2 Joshua’s obligation to pay Andrea alimony shall automatically terminate prior to the term set forth herein upon the first to occur of the following events:

(a) Andrea’s remarriage;

(b) Andrea’s cohabitation with a romantic partner as defined by relevant law; or

(c) The death of either party.

ARTICLE 14 - MUTUAL RESTRAINING ORDERS

14.1 **COMMUNICATION**. Both parties are prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, (a) insulting the other parent, pointing out the other parent's weaknesses or flaws, or speaking derogatorily about the other parent in the presence of the children or anywhere near the children's presence; (b) speaking to the children about the issues in this case; (c) attempting to influence the children's preferences regarding custody or visitation; (d) or attempting to diminish the love and affection of the children for the other parent or the other parent's family members. The parties are also restrained from intentionally or negligently exposing the children to issues or documents associated with this divorce case.

14.2 **PHYSICAL PRESENCE**. Both parties are mutually restrained from going into one another's residences unless personally invited by the other party by express, written consent.

ARTICLE 15 - THIRD PARTIES

15.1 Both parties are mutually restrained from allowing a third party to do what they themselves are prohibited from doing under this Decree of Divorce and shall have the affirmative duty to use his or her best effect to prevent third parties from committing such violations, or shall remove the children from such circumstances. Each party shall control their own extended family and ensure that their conduct and behavior around the children are consistent with these terms.

ARTICLE 16 - MISCELLANEOUS

16.1 RESTORATION OF NAME. Andrea may return to her former surname of “Watson” should she so desire, and this Decree of Divorce shall act as her name change Court order.

16.2 ATTORNEY FEES. Except as otherwise expressly provided herein, each party is solely responsible for his or her own attorney fees, costs, and litigation expenses incurred in connection with this divorce action through the date of entry of the Decree of Divorce. Each party waives any claim against the other for attorney fees, costs, or litigation expenses incurred prior to entry of the Decree. This provision applies only to fees and costs incurred through entry of the Decree and shall not limit, waive, or otherwise affect either party's right to seek attorney fees, costs, or other relief in any future action or proceeding, including but not limited to enforcement, contempt, collection, modification, or interpretation of the Decree, or any agreement incorporated therein, to the extent permitted by law or contract.

16.3 DISCLOSURE. Each party represents and warrants that he or she has fully and accurately disclosed all assets, debts, income, business interests, financial accounts, and other material financial information. The parties acknowledge that this Decree of Divorce is entered into in reliance upon such disclosures. If it is later discovered that a party failed to disclose, concealed, misrepresented, or omitted any material asset, debt, income, or financial information existing before entry of the Decree, the Court shall retain jurisdiction to grant appropriate relief, including reopening or setting aside all or part of the Decree, reallocating assets or debts, awarding attorney fees and costs, imposing

sanctions, and granting such other relief as the Court deems just and equitable. The parties further agree that the discovery of any material undisclosed financial information shall constitute a substantial and material change in circumstances sufficient to warrant review, modification, reopening, or setting aside of any affected provisions of the Decree to the extent permitted by law.

16.4 COMPLETE OWNERSHIP OF PROPERTY AWARDED. All property and money received or retained by either party pursuant to this Decree of Divorce is deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party shall hereafter use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

16.5 COOPERATION. Each party shall execute and deliver to the other party all such documents as may be reasonably necessary or required to implement the provisions of this Decree of Divorce.

16.6 WAIVER. No waiver of any of the provisions herein or any waiver of breach or default shall be deemed or shall constitute a waiver of any other provision hereof or be deemed a waiver of any subsequent breach or default, nor shall such waiver constitute a continuing waiver.

16.7 MODIFICATION. No modification or waiver of any of the terms of this Decree of Divorce shall be valid, unless in writing and signed by both parties and ordered by the Court.

16.8 CHOICE OF LAW. This Decree of Divorce and all rights and obligations of the parties

hereunder are construed according to the laws of the State of Utah.

16.9 SEVERABILITY. If any term, paragraph, or provision herein is held invalid or unenforceable for any reason, the remainder of this Decree of Divorce shall continue in full force and effect.

The Court's Electronic Signature Will Appear on the First Page of This Document

APPROVED AS TO FORM:

/s/ Joshua E. Johnson
Joshua E. Johnson
Respondent pro se
DATED: September 30, 2026
(Electronically signed by David L. Hanks with digitally signed copy on file)

CERTIFICATE OF DELIVERY

I hereby certify that on the 2nd day of October 2026, I caused a true and correct copy of the foregoing to be served to the following:

Joshua E. Johnson
Respondent pro se
Email: jshjhnsn373@gmail.com

[ ] Court's Electronic Filing System
[ ] U.S. Mail
[ ] Hand Delivery
[X] Email

/s/ Tauni Cancilla