**The Order of the Court is stated below:**
**Dated:** October 08, 2026 09:39:13 AM **/s/** JOEL FERRE
District Court Judge

A. LEILANI WHITMER (16607)
MARCO BROWN (13156)
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*Respondent's Attorney*

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|---|---|
| IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE<br>SALT LAKE COUNTY, STATE OF UTAH | |
| IN THE MATTER OF THE MARRIAGE OF<br><br>CODY ALLEN ZITTING,<br><br>Petitioner,<br><br>&<br><br>CRYSTAL DAWN ZITTING,<br><br>Respondent. | **DECREE OF DIVORCE**<br><br>Case No. 264902729<br><br>Judge Joel Ferre<br><br>Commissioner Joanna Sagers |

Petitioner, Cody Allen Zitting, through his attorney, Elenia Cozean, and Respondent, Crystal Dawn Zitting, through her attorney, Leilani Whitmer, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, Velvet Rodriguez, on 23 July 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, hereby:

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Parties are hereby awarded a Decree of Divorce from each other, to become absolute and final upon entry by the Court.

2. **Children:** The following are minor children of the parties:

| ***Name*** | ***Date of Birth*** |
|---|---|
| C.E.Z. | March 2010 |
| C.C.Z | July 2008 |

**PARENTING PLAN**

3. **Custody/Parent-Time:** The Parties are awarded joint physical custody of their minor children on an equal (50/50) basis, exercised through a month-on/month-off schedule as set forth below. Each parent's residence shall serve as the children's home base during that parent's month. During each parent's month, the children shall spend one weekend every two week period during that month with the other parent, as reflected below. The parties may reasonably modify this schedule by mutual agreement.

Month 1 (Even Months):

| | ***Mon*** | ***Tues*** | ***Wed*** | ***Thurs*** | ***Fri*** | ***Sat*** | ***Sun*** |
|---|---|---|---|---|---|---|---|
| Week 1 | Dad | Dad | Dad | Dad | Dad | Dad | Dad |
| Week 2 | Dad | Dad | Dad | Dad | Mom | Mom | Mom |
| Week 3 | Dad | Dad | Dad | Dad | Dad | Dad | Dad |
| Week 4 | Dad | Dad | Dad | Dad | Dad | Dad | Dad |

Month 2 (Odd Months):

| | ***Mon*** | ***Tues*** | ***Wed*** | ***Thurs*** | ***Fri*** | ***Sat*** | ***Sun*** |
|---|---|---|---|---|---|---|---|
| Week 1 | Mom | Mom | Mom | Mom | Mom | Mom | Mom |
| Week 2 | Mom | Mom | Mom | Mom | Dad | Dad | Dad |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Week 3 | Mom | Mom | Mom | Mom | Mom | Mom | Mom |
| Week 4 | Mom | Mom | Mom | Mom | Mom | Mom | Mom |

a. Summer-Time: Parties will follow the above schedule during the summer.

b. Second weekend: Upon the Minor Child's request, the Minor Child may choose another weekend in each month to spend with the other parent during each parent's month.

4. **Parenting Rules and Household Standards:**

a. Both parents shall support reasonable household rules and reasonable discipline imposed by the other parent.

b. The children shall not be permitted to leave one parent's home for the other parent's home simply because they are upset with a rule or consequence; each parent shall support the other parent's reasonable exercise of authority in this regard.

c. Parties will make best efforts to impose a reasonable curfew in both households absent mutual agreement otherwise.

d. Each parent shall ensure C.Z. regularly attends school and shall not permit or facilitate absences from class without a legitimate excuse.

e. Each parent shall keep the children safe at all times and maintain reasonable and consistent discipline in the home.

f. Any firearms and ammunition in either household shall be kept in a locked safe at all times, and the children shall not be permitted access to firearms, ammunition, or the safe.

5. **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*** |
|---|---|---|
| Father | Mother | Halloween — after school to 9 p.m., or if school is not in session, 4 p.m. to 9 p.m. |
| Father | Mother | Thanksgiving — after school on the day school lets out to the day school resumes with drop off to school |
| Mother | Father | First Half of Christmas Vacation, including Christmas Eve and Christmas Day — beginning after school the day school lets out until 1 p.m. on the day halfway through break (if odd number of days), or 7 p.m. (if even number of days) |
| Father | Mother | Second Half of Christmas Vacation — beginning 1 p.m. on the day halfway through break (if odd number of days) or 7 p.m. (if even number of days) and ending the day school resumes with drop off to school |
| Mother | Father | The day before or after child's birthday — from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session |
| Father | Mother | Child's actual birthday — from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session |
| Father | Father | Father's Day — 9:00 a.m. on the holiday to the day after at 8 a.m. |
| Mother | Mother | Mother's Day — 9:00 a.m. on the holiday to the day after with drop off to school |

6. **Legal Custody:** The parties shall have joint legal custody. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children'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 children, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical: The parties will continue to use Draper Clinic (Dr. Benjamin Christensen) as the pediatrician for the children and specialists that their pediatrician recommends, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.

b. Emergency and sick care may be attended to by both parents. The scheduling parent shall notify the other parent within 30 minutes of scheduling. If it is emergency care, both parents shall be able to attend the care and the parent exercising parent-time shall notify the non-custodial parent within a reasonable time of the emergency.

c. School: The minor child shall continue to attend Herriman High School, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records and for any emails from teachers or school administrators.

d. Religion: The parties have no religious preferences and the child shall be able to attend services with the respective parent on their parent time.

e. Day to Day Decisions: The party with the parent-time shall make the day-to-day decisions for the child.

7. **Age-Appropriate Boundaries:** Neither parent shall discuss personal sexual conduct, marital intimacy, dating details, or adult relationship disputes with the children. Discussions concerning puberty, consent, safety, and sexual health shall remain age-appropriate and educational. Neither parent shall use the children as confidants, counselors, mediators, or emotional supports.

8. **Relocation:** If either party moves more than 150 miles, the parties will be bound by Utah Code §81-9-209.

9. **Our Family Wizard:** The parties will utilize Our Family Wizard to communicate and calendar. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their children to deliver messages. The parties will exchange receipts, calendar, and communicate through Family Wizard.

10. **Telephone and Virtual Contact with Children:** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

11. **Travel:** When the children travel with either parent overnight, the following will be provided to the other parent:

a. An itinerary of travel dates;

b. Destination;

c. Places where the children or traveling parent can be reached, and the name and telephone number of an available third person knowledgeable of the children's location.

12. **Change of Address:** Each party shall provide the other with at least thirty (30) days' advance notice of any intended address change. In the event either party relocates, that party shall provide written notice of the new address within twenty-four (24) hours of the move, delivered by mail or email. Each party shall also provide updated telephone numbers and email addresses within twenty-four (24) hours of any change.

13. **Notification of Children's Events:** The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their children may be involved in.

14. **Special Events:** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

15. **Mutual Restraining:** The Parties shall follow the mutual restraints herein:

a. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing, or otherwise. This includes on social media sites where the children may witness it.

b. Both parties are mutually restrained from harassing, threatening, intimidating, stalking, monitoring, or disturbing the peace of the other party.

c. Neither party shall enter the other party's residence, workplace, or private property without permission. This shall include sitting in the parking lot or across the street without a reasonable purpose.

d. Neither party shall interfere with the children's relationship or scheduled time with the other parent, and neither shall use the children to deliver messages, gather information, or participate in disputes.

e. Communications shall remain civil, concise, and limited to legitimate parenting, medical, property, and financial matters.

f. Any intimate, nude, or explicit photographs, videos, or other content of the other party shall be immediately deleted from any location (including online, backed up, the cloud, phones, laptops, etc.) and shall not be shared with third parties or online in any capacity.

g. Neither party shall permit third parties from doing what they are prohibited from doing in the above mutual restraints.

16. **First Right of Refusal:** There shall be no first right of refusal.

17. **Limitations:** The people in the respective households and the parties will not use illegal drugs, alcohol in excess, or view sexually explicit material while they are exercising parent-time.

18. **Restricted Persons:** The parties are restrained from allowing the minor child to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

19. **Dispute Resolution:** If the parties have any future disagreement pertaining to their children 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 party initiates legal action. The parties agree, however, that either party may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation impractical.

20. **Activity Costs:** Each party shall 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 children may be involved in. The parties shall pay the providers directly if possible. If not possible, the incurring party shall submit verification of the expense within thirty (30) days, and shall be reimbursed within thirty (30) days of receipt of that verification. A party who incurs an expense without 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.

21. **School Fees:** Each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (registration, books, required supplies, lab fees, etc.) incurred through high school, not including private school tuition. The parties shall pay the school directly if possible; otherwise the incurring party shall submit verification of the expense within thirty (30) days and shall be reimbursed within thirty (30) days of receipt.

22. **Curbside Transportation for the Children:** The parties will utilize school-to-school or child care exchanges when possible. If not possible, the receiving parent will provide transportation unless otherwise mutually agreed. If the exchange happens at a residence, the parties shall have a curbside exchange. The minor child may drive herself to and from parent time.

## FINANCIAL ITEMS AND ASSET DISTRIBUTION

23. **Income Disclosure:** Crystal's income is calculated at $34.00 per hour for 34 hours per week, for a gross income of approximately $1,156 per week, $5,309 per month, and $60,112 per year. Cody's gross monthly income is calculated at $11,106.

24. **Child Support:** Child Support shall be calculated according to Utah Code Ann. §78B-12-201 et seq. The Mother's gross monthly income for child support purposes is $7,308 per month. The Father's gross monthly income is $11,106 per month. The Mother has 183 overnights and the Father has 182 overnights for purposes of the Joint Physical Custody Worksheet. Father shall pay $144.00 per month in child support, beginning August 1, 2026. Unless the Court orders otherwise, support for each child terminates when: (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. Child support is payable one-half on the 5th day and one-half on the 20th day of each month.

25. **Medical/Dental Expenses:** The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the minor children's medical expenses in accordance with U.C.A. §78B-12-212. Cody is currently providing said insurance and shall continue to maintain reasonably available health, dental, and vision insurance for the children.

a. Cody will continue paying 100% of the premiums associated with the health insurance premiums and will not be reimbursed by Crystal.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescription, and mental-health expenses, deductibles, and copayments incurred for the children.

c. The parent incurring an expense shall provide written verification of the cost within 30 days of payment, and the other parent shall remit payment within 30 days of receipt of that verification.

d. If the children are covered by both parents' health, hospital, or dental insurance plans, Father's plan shall be primary and Mother's plan shall be secondary.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

26. **Dependency Exemption:** Mother may claim the dependency exemption for C.Z. each year.

27. **Real Property:** The marital property located at 6093 Heritage Hill Dr., Herriman, UT 84096 shall be sold for a reasonable market value price. Within seven (7) days, the parties will engage Joe Gordon as the real estate agent, and the home shall be placed on the market within fourteen (14) days thereafter. The parties shall equally divide agent fees. Escrow instructions shall be as set forth in the escrow agreement to be executed in connection with the sale.

28. **Interim Occupancy:** Both parties shall equally participate in the sale of the home. Until the home is sold, the marital home is temporarily awarded to Crystal, with Crystal continuing to be responsible for the monthly mortgage payment, property tax, utilities, and insurance.

29. **Sale Cooperation:** The parties shall follow the recommendations of the realtor, including reducing the asking price to facilitate a timely sale of the marital property. Crystal shall maintain the property in "broom clean" condition and ready for showing.

30. **Distribution of Sale Proceeds:** Upon the sale of the property, the following shall be paid from the sale proceeds, in order: (i) the mortgage; (ii) costs of sale, including realtor fees

and closing costs; (iii) the outstanding solar-panel debt, presently approximately $42,170.00, to be paid in full at closing directly to the solar panel company in the amount owed as of the date of closing; and (iv) the parties' joint America First Visa credit card debt, presently $18,435.31. Crystal's separate credit card debt, presently approximately $9,000.00, shall also be paid from the proceeds prior to the division of the remaining equity. The remaining net equity shall be divided equally (50/50) between Cody and Crystal.

31. **Personal Property:** The parties have acquired personal property during the marriage. The person receiving an item shall be responsible for any associated debt with that item. Division shall be as follows:

| ***Item Description*** | ***Awarded to:*** |
|---|---|
| Motorcycle | Cody |
| ATV | Crystal |
| Sword and Shield (including samurai sword) | Cody |
| Military Items | Cody |
| Xbox | Cody |
| Gorilla artwork | Cody |
| Hales Theater season passes/tickets | Crystal |
| 2026 Dodge Charger (Orange) | Crystal |
| 2026 Dodge Charger (Blue) | Cody |
| 2014 Ram 1500 | The vehicle shall be used by the parties' children only. Neither parent may use the vehicle as a form of punishment against the other parent, nor may either parent restrict, revoke, or interfere with the child's driver's license. Cody shall be responsible for registration and insurance. |
| Family dog "Lycus" | Crystal |
| Family dog "Teddy" | Shall reside with and travel between both parties on a schedule the parties shall reasonably agree upon, with the minor child |

| | |
|---|---|
| Books | Crystal |
| Red Bicycle | Cody |
| Cody's Hocky Gear and Bag | Cody |
| Bicycle Case | Cody |
| Cody's Personal Effects and Belongings | Cody |
| Pino Art Piece | Cody |

a. Other items not listed herein shall be awarded to the party which has possession.

b. Crystal shall prepare Cody's items as identified above for pick-up within 30 days.

c. The parties shall arrange for law enforcement to be present at the marital home for the property exchange.

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

| ***Debt Description*** | ***Obligation of:*** |
|---|---|
| Debt in Cody's Name | Cody |
| Debt in Crystal's Name | Crystal |
| Solar-panel debt (approx. $42,170.00) | Paid from marital-home sale proceeds at closing, per Paragraph 30 above |
| Joint America First Visa credit card (approx. $18,500.00) | Paid from marital-home sale proceeds at closing, per Paragraph 30 above |
| Crystal's separate credit card (approx. $9,000.00) | Paid from marital-home sale proceeds at closing, per Paragraph 30 above |

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 Decree, and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, the person responsible for incurring the debt shall be responsible for paying it, and the parties shall hold the other harmless.

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

33. **Checking and Savings Accounts:** All monies in the joint savings and checking accounts will be split equally as of July 23, 2026, and closed within 14 days. Each party will be awarded monies in their own separate checking and savings accounts.

34. **Phone and Car Insurance:** Within seven (7) days the parties shall maintain their own car insurance and Crystal shall remove her cell phone from Cody’s account.

35. **Retirement Accounts:** The parties shall equally divide the marital portion of all retirement, pension, 401(k), and IRA accounts, with each party receiving one-half (½) of the marital portion as defined by the Woodward formula, unless otherwise specified below. The parties shall equally split any costs associated with dividing the accounts.

a. Vanguard 401(k): Cody has a Vanguard 401(k) with a reported balance of $46,324.49 as of July 22, 2026. The marital portion of this account shall be divided equally between the parties pursuant to the Woodward formula.

b. Crystal's Retirement: Cody believes Crystal may have a retirement account through her employment with CNA. Crystal is not presently aware of the current balance of any such account, if one exists. To the extent such an account exists, the marital portion shall be divided equally between the parties pursuant to the Woodward formula.

c. Any retirement and or pension account not otherwise listed above shall be divided equally between the parties.

36. **C.C.Z's Future Guardianship:** If guardianship becomes appropriate when C.C.Z reaches adulthood, the parties intend to seek appointment as co-guardians, provided that arrangement remains legally permissible and in C.C.Z's best interest. Neither parent shall oppose the other's appointment without a substantial child-centered basis. The parties shall cooperate with evaluations, filings, and court requirements related to any such guardianship. Any disagreement regarding C.C.Z's guardianship shall first be submitted to mediation unless an emergency requires immediate court intervention.

37. **Name:** Crystal will have the option of restoring her name to Crystal Dawn Martin.

38. **Alimony:** Child Support and Alimony. Commencing upon the closing of the sale of the marital home, Cody shall pay total support of $1,200.00 per month, allocated as $144.00 per month as child support for C.Z. and the remaining $1,056.00 per month as alimony to Crystal, for so long as child support for C.Z. remains payable under this Decree. Upon termination of Cody's child support obligation as set forth above, Cody's support obligation shall convert in its entirety to alimony, and Cody shall thereafter pay Crystal alimony of $1,200.00 per month.

39. Alimony Duration and Termination; Interim House Carrying Costs. Alimony shall continue for a period equal to one-half the length of the marriage — eight (8) years— and shall terminate upon the earliest of: (a) expiration of that term; (b) Crystal's remarriage; (c) Crystal's cohabitation with a romantic partner as defined under Utah Code §30-3-5; or (d) the death of either party. The mortgage on the marital home is in forbearance through September 2026, at which point, Cody shall pay one hundred percent (100%) of the monthly mortgage payment on the marital home. Crystal is not required to separately reimburse Cody for her one-half share of those payments; rather, Crystal's forbearance from receiving alimony and child support during that same period constitutes and satisfied her one-half contribution toward the mortgage. Child support and alimony under this Decree shall commence August 1, 2026,, and shall continue thereafter in accordance with the child support and alimony provisions set forth above.

40. **Protective Order:** Crystal currently has a Protective Order against Cody, with a hearing scheduled for July 30, 2026. Crystal shall move the Court to dismiss the Protective Order

and reduce it to a mutual restraining order. However, she shall not later reassert, rely upon, or seek relief based upon the same incidents underlying the present protective order unless there is an alleged violation of Paragraph 15(B), (C), or (F).

41. **Deeds and Titles:** Both parties shall sign whatever documents are necessary to transfer title, quit claim deeds, or any other documents outlined in the Decree of Divorce that are necessary to implement the Decree.

42. **Divorce Education:** The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date this Stipulation is signed.

43. **Attorney's Fees and Costs:** Each party shall assume his or her own costs and attorney's fees incurred in this action.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

*/s/ Elenia Cozean*
Elenia Cozean
*Petitioner's Attorney*
**electronically signed by Leilani Whitmer with permission of Elenia Cozean emailed on 10/5/26*

**CERTIFICATE OF SERVICE**

I hereby certify that on 24 September 2026, I caused to be served a true and correct copy of the foregoing by email or hand-delivery, addressed to the following:

Elenia Cozean
ecozean@jrlawgroup.com
Petitioner's Attorney

/s/ Leilani Whitmer

Leilani Whitmer
*Respondent's Attorney*