The Order of the Court is stated below:
Dated: October 08, 2026 02:08:22 PM **/s/** THADDEUS MAY District Court Judge

CORY R. WALL, NO. 4937
WALL & WALL, apc
Attorney for Respondent
2168 E. Fort Union Blvd.
Salt Lake City, Utah 84121
Telephone: (801) 274-3100
Facsimile: (801) 365-8223
Email: cory.wall@walllegalsolutions.com

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR

SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of DARREN FAULKNER, Petitioner, And MALLORY ADAMS-FAULKNER, Respondent.	**DECREE OF DIVORCE** Case No. 264901210 DA Judge Thaddeus May Commissioner Michelle Blomquist

Before the Court are the Petitioner's Verified Petition for Divorce and Respondent's Verified Counter Petition for Divorce. On September 21, 2026, the parties engaged in mediation of the above-entitled action (the "Action"). The mediation was conducted by mediator, Robert Jepson. The Petitioner was present and represented by his counsel of record, Chelsea Hoffman. The Respondent was present and represented by her counsel of record, Cory R. Wall.

As a result of the mediation, the parties reached a full and complete settlement of the Parties' disputed issues which was reduced to a written Stipulation and Property Settlement Agreement ("Stipulation") which was signed and executed by both parties and filed with the Court on September 21, 2026.

All supporting documents having been submitted and the Court being fully advised in the premises and the law, and the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, and good cause appearing therefor, does hereby,

ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

GRANTING OF DECREE DISSOLVING MARRIAGE

1. The parties are hereby awarded a Decree of Divorce upon the grounds of irreconcilable differences, dissolving the marriage of the parties entered into by them on August 8, 2022, in the city of Brighton, Salt Lake County, State of Utah, the same to become absolute and final upon entry of this Decree of Divorce by the Clerk of the Court.

2. Cooperation. The parties shall cooperate with the other, through counsel or otherwise, to effect changes in titles to property agreed to be divided hereunder, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every way necessary or proper to ensure that their Stipulation and this Decree are carried out in every detail.

ALIMONY

3. Both of the parties are capable of supporting themselves without financial assistance from the other. Accordingly, neither party is awarded alimony in any amount, now or at any time in the future.

CHILD CUSTODY AND SUPPORT

4. **Children.** The parties are the parents of one (1) minor child born as issue of their marriage, to-wit: A.F., born July, 2024.

5. **Jurisdiction.** Utah has jurisdiction over the child custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA), U.C.A. §81-11-201. Utah is the home state of the minor child. The minor child has resided in Utah for at least six (6) consecutive months immediately preceding the commencement of this action; the child and at least one parent have a significant connection with Utah; and substantial evidence is available in Utah concerning the child's care, protection, training and personal relationships.

6. **Custody.** The parties are awarded both the joint legal and joint physical custody of the minor child with the parties sharing the joint physical custody of the child on an equal, 50/50, timesharing arrangement as the parties may agree. In the event they cannot agree, then they shall use the "2-2-3" schedule depicted below until the child begins Kindergarten, at which time they shall follow a "2-2-5" schedule as set forth in Utah

Code Annotated §81-9-305, thereafter. Until the parties' minor child begins Kindergarten, they shall abide by the following schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 2	Father	Father	Mother	Mother	Father	Father	Father
Week 3	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 4	Father	Father	Mother	Mother	Father	Father	Father

Once the child begins Kindergarten, the parties shall abide by the following schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 2	Mother	Mother	Father	Father	Father	Father	Father
Week 3	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 4	Mother	Mother	Father	Father	Father	Father	Father

7. Transportation. The parties shall utilize school-to-school exchanges when school is in session, once the child is of school age, or at 9:00 a.m., until the child begins school and at 9:00 a.m. If school is not session with the receiving parent, or the parent who is beginning their parent time shall be responsible for picking up the child from the other parent's residence, unless the parties agree otherwise in writing. The exchanges should be done curbside.

8. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child. Telephone and / or video contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

9. Summer Time. The parties shall each be entitled to one (1) extended visit not to exceed fourteen consecutive days each year. In odd numbered years Mallory shall provide notice of her extended parent-time days by May 1st and Darren shall provide his notice by May 15th. In even numbered years Darren shall provide notice of his extended parent time by May 1st and Mallory shall provide her notice by May 15th. The two-week blocks cannot conflict with the other party's holiday time, including July 4th or July 24th.

10. Additional Extended Time. Every year, each party may select an additional 1-week block of uninterrupted parent time. The block can occur at any time except for during the other party's regularly-scheduled holiday parent time. The 1-week blocks shall not interfere with the child's school attendance unless the parties mutually agree. On even years, Darren shall elect by January 1 and Mallory shall elect by January 15. On odd years, Malloy shall elect by January 1 and Darren shall elect by January 15th. This 1-week block may not be conjoined with the summer extended parent described above.

11. Holidays. The parties shall share holiday parent-time with the child as the parties may agree. In the event they cannot agree, the shall exercise holiday parent-time as follows:

Holiday	Holiday Time Period		
Dr. Martin Luther King, Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor children; (b) the time 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 Dr. Martin Luther King Jr. Day	Odd Years with Mallory	Even Years with Darren
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 minor children; (b) the time 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.	Even Years with Mallory	Odd Years with Darren
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break, (2) Holiday ends upon delivering the minor child to school at the end of spring break	Odd Years with Mallory	Even Years with Darren
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the	Even Years with Mallory	Odd Years with Darren

	holiday. (2) Holiday ends at 7 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends upon delivering the minor child to school on the Monday following Mother's Day.	All Years with Mallory	All Years with Mallory
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends upon delivering the minor child to school or Angela's residence on the Monday following Father's Day	All Years with Darren	All Years with Darren
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 Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Odd Years with Mallory	Even Years with Darren
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday end on July 5th at 6 p.m.	Even Years with Mallory	Odd Years with Darren
Pioneer Day	(1) Holiday begins July 23rd at 6 p.m. (2) Holiday ends July 25th at 6 p.m.	Odd Years with Mallory	Even Years with Darren
Labor Day	(1) Holiday begins on Friday at:	Even Years with Mallory	Odd Years with Darren

	(a) 9 a.m. if school is not in session and the parent can be with the minor children; (b) the time 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		
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.	Odd Years with Mallory	Even Years with Darren
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break (2) Holiday ends upon delivering the children to school on the day following the end of fall break.	Even Years with Mallory	Odd Years with Darren
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	Odd Years with Mallory	Even Years with Darren
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day	Even Years with Mallory	Odd Years with Darren

Thanksgiving	(1) Holiday begins at the time school is dismissed for Thanksgiving (2) Holiday ends upon delivering the child to school on the Monday following Thanksgiving	Odd Years with Mallory	Even Years with Darren
Winter Break (First Half)	(1) Holiday begins at the time school is regularly dismissed for winter break (2) Holiday ends on December 27th at 7 p.m.	Even Years with Mallory	Odd Years with Darren
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school when school resumes.	Odd Years with Mallory	Even Years with Darren

12. **Special Events**. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

13. In addition to said parent-time schedule, all parent-time arrangements between the parents set forth as "advisory guidelines" under Utah Code Annotated §81-9-202, shall be mandatory and made a part of this Decree of Divorce.

PARENTING PLAN

14. In accordance with the provisions of Utah Code Annotated §81-9-203, the parties have submitted the following proposed Parenting Plan which is hereby adopted and implemented by the Court as part of this Decree of Divorce:

a. The parents shall timely exchange information with each other concerning the health, education, and welfare of the child, and where reasonably possible, confer before making decisions concerning any of these areas.

b. The parents shall discuss with each other and mutually make the significant decisions regarding the child, including, but not limited to, the child's present and future physical care, academic and emotional support, education, health care, and religious upbringing.

c. The decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the children's association with friends.

d. Any parental duties or rights not specifically addressed in this Parenting Plan shall be discussed and mutually decided by both parents.

e. If, after discussing and conferring regarding any major decision regarding the minor child, there is a dispute between the parties, they will attempt to solve them on their own before resorting to any other process. If necessary, they will meet with experts in the area of disagreement, i.e. medical providers with disagreements on medical treatment. If a mutual agreement can be reached, it shall be in writing and signed by both

parties. If after consulting with third parties in good faith the parties fail to reach an agreement, the parties agree to participate in mediation. The parties will equally share the cost of any mediation fees. If the parties are still unable to reach an agreement after mediation, then any party may seek relief from the Court.

f. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include mediation, arbitration, or court review. Should both parents agree in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be binding or an arbitration record and decision and no dispute may be present to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

g. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay that parent's own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent.

h. If the parent in physical custody at the time needs a person to provide temporary surrogate care for the child for a period of four (4) hours or more, the non-custodial parent shall be considered to have the first opportunity to care for the child for the period needed. The parent exercising said right of first refusal shall provide all transportation related to his/her exercise of said right.

i. Both parties shall execute any medical releases necessary to allow the other party to obtain access to medical, dental, orthodontic, optical, and psychological or psychiatric records of the child.

j. Both parties shall provide the other party with the name, address and telephone number of every educational institution the child attends, and each party shall be entitled to any school records and reports concerning the child. The parties shall execute any releases required for the release to the other parent of such information.

k. Each parent may make decisions regarding the day-to-day care and control of the child while the child is residing with that parent. Further, each parent may obtain emergency medical treatment for the minor child and shall immediately notify the other parent of any such medical emergency and medical emergency treatment.

l. The parties shall work together and accommodate reasonable requests to modify or alter the parent-time schedule due to changes or fluctuations in the parties' respective employment schedules.

m. The parties shall cooperate with one another in obtaining and maintaining a passport for the minor child. The Petitioner shall keep the child's passport in his possession. In the event the Respondent wishes to internationally travel with the child, the Petitioner shall provide Respondent with the child's passport and the Respondent shall return the passport to the Petitioner upon her and the child's return. The parties shall also cooperate and accommodate one another in facilitating the child traveling with the other parent. If either parent intends to travel internationally with the child, they shall provide to the other parent at least ninety (90) days advance notice of a written itinerary of travel as well as written verification of a return ticket for the minor children.

n. For emergency purposes, whenever the child travels with either parent, all of the following will be provided to the other parent:

i. an itinerary of travel dates;

ii. Destinations;

iii. places where the child or traveling parent can be reached; and

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

o. The parties agree that as long as Darren is living in his current residence (the parties' marital residence described herein), the child shall attend school based on that residence's boundaries. In the event that both parties move outside of those boundaries, the parties shall convene to determine where the child should attend school. In that case,

the parties shall follow the decision-making process outlined in this Agreement. The parties may also mutually agree to change the child's school at any time if they do so in writing.

p. Both parties shall have an equal right to make educational decisions for the child, and if the parties do not agree, they shall follow the process outlined above in Section (e). Additionally, both parties may have access to the child during school and may check the child out of school with reasonable advanced notice to the other party.

q. The parties shall communicate directly with one another concerning any issue involving the child, including parent-time arrangements and shall refrain from using the minor child as a messenger to convey or transmit messages between them.

15. The parties shall not consume any illicit drugs nor consume alcoholic beverages to an excess while caring for the minor child, nor consume any alcoholic beverages for a period of not less than twelve (12) hours before driving with the minor child. They shall additionally not allow third parties to be intoxicated or use illicit drugs while in the presence of the child and shall remove the child from the presence of any such person immediately.

16. Both parties shall keep the other party apprised of their telephone number and address at all times. If, at any time, either party intends to change their residence and/or telephone number, they shall notify the other as soon as they are aware that such a change

will occur and shall, not later than the occurrence of said change, notify the other of the new address and/or telephone number.

17. Relocation. So long as both parties are living within a 25 mile radius of Draper, Utah, they shall continue to exercise parent time as described above. If either party moves farther than 25 miles, they shall return to mediation to discuss a new parent-time schedule.

CHILD SUPPORT

18. The Petitioner is presently employed and earns a countable gross monthly income for child support purposes of $12,951.00. The Respondent is employed full time and earns a countable gross monthly income for child support purposes of $13,864.00. Based thereon, the Respondent shall pay child support to the Petitioner in the amount of $59.00 per month, which amount is consistent with the Utah Uniform Child Support Guidelines based on the Joint Physical Custody Child Support Obligation Worksheet based on the parties sharing the joint physical of the child on an equal, 50/50, timesharing arrangement.

19. Said child support shall continue for the minor child until the child becomes eighteen (18) years of age or has graduated from high school during said child's normal and expected year of graduation, whichever occurs later.

20. In the event any child support is ordered in the future all obligations ordered by the court for child support and medical expenses shall be ordered to be for the benefit of the

minor child and shall follow the child, pursuant to Utah Code Annotated §81-6-104(4). Pursuant to the said statutory chapter and section, the parent without physical custody of the child shall be required to pay the amount of support without the need to modify the order for (a) the parent who has physical custody of the child, (b) a relative to whom physical custody of the child has been voluntarily given, or (c) the state when the child are residing outside of the home in the protective custody, temporary custody, or custody or care of the state or a state-licensed facility for at least thirty (30) days.

21. The mandatory income withholding relief pursuant to Utah Code Annotated §62A-11-401, et. seq., and §62A-11-501, et. seq., 1953 as amended is waived, provided the obligor parent remains current in his or her child support obligation to the obligee parent and that the obligor parent may make child support payments directly to the obligee parent.

22. In addition to the said child support amounts due by each parent, each parent shall be responsible for one-half of the following costs:

a. School registration fees.

b. School activity and lab fees, not including extracurricular fees.

c. Textbook fees and charges.

d. A reasonable sum for back-to-school clothing for the child each fall.

23. The parties shall share equally the cost of any and all extracurricular or sports activities of the child which the parties agree upon in writing. The party incurring the

mutually agreed upon extracurricular activity cost shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of the incurred expense. In the event a parent unilaterally enrolls or registers the minor child in any extra-curricular activity or sport without the mutual agreement by the parties, that parent shall bear the entire cost of said extracurricular activity or sport and the child's participation in any such activity or sport shall not unreasonably interfere with the other parent's parent-time.

24. The parties shall each share equally the cost of any and all reasonable work related child care expenses in accordance with the provisions of Utah Code Annotated §81-6-209. The party incurring child care expenses shall provide written verification of the costs and identity of the child care provider to the other party upon initial engagement of said child care provider. The parties shall notify one another of any change in child care provider or monthly expense of child care within thirty (30) days of the date of the change. The parties agree that until the child begins Kindergarten, they will use Darren's mother, Agatha Urzi, as a day care provider and equally share the cost. Currently, the Respondent's share is $900.00 per month. However, in the event the minor child begins preschool, the Respondent contribution for Darren's mother shall decrease to $700 per month. In the event Darren's mother moves into the marital residence, then Mallory's monthly contribution shall decrease to $500.00 per month. The parties shall share equally

the cost of any paid preschool program in which the child is enrolled. Mallory may seek review of her contribution for Darren's mother as circumstances may change in the future.

25. The obligor parent shall make the monthly child support payments to the obligee parent one-half on the 5th and one-half on the 20th day of each month.

REAL PROPERTY

26. During the course of the marriage, the parties have acquired a home and the real property it is situated on which is located at 385 West 13165 South, Draper, Utah 84020 (the "Residence"). For purposes of this provision, the "Effective Date" means the date on which the last party signs this Agreement.

27. Award and Equalization Payment. Subject to the obligations set forth herein, Petitioner is awarded the Residence as his sole and separate property, together with exclusive possession thereof. As full payment for Respondent's interest in the Residence, Petitioner shall pay Respondent Twenty-Four Thousand Two Hundred Thirty-Nine Dollars ($24,239.00) within thirty (30) calendar days after the Effective Date. No additional equalization or installment payments for Respondent's interest in the Residence shall be required.

28. Responsibility for Expenses. Beginning on the Effective Date, Petitioner shall be solely responsible for timely payment of all mortgage obligations, property taxes,

insurance premiums, assessments, utilities, maintenance, repairs, and other expenses associated with the Residence.

29. Refinancing and Transfer of Title. Petitioner shall, at his sole expense, complete refinancing of all loan obligations secured by the Residence no later than six (6) years after the Effective Date, thereby obtaining Respondent's complete release from liability for those obligations.

30. Provided Respondent has received the full $24,239.00 required above, Respondent shall execute a deed and any other documents reasonably necessary to convey Respondent's interest in the Residence to Petitioner concurrently with the refinancing. Any deed executed in advance shall be held in escrow pending completion of the refinancing, payment of the full amount owed to Respondent, and Respondent's release from the secured loan obligations. Petitioner shall pay all costs associated with the transfer and recording of title. Respondent shall reasonably cooperate with these transactions but shall not be required to incur any new financial obligation. Both the refinancing and transfer of title shall be completed within the six-year deadline.

31. Mandatory Sale Upon Failure to Meet a Deadline. If Petitioner fails to pay Respondent the $24,239.00 within the thirty-day deadline, or fails to complete the refinancing, release of Respondent from the secured loan obligations, and transfer of title within the six-year deadline, the Residence shall immediately be listed for sale with a licensed real estate broker and shall be sold. The parties shall cooperate in selecting the

broker, executing the listing agreement and all necessary sale documents, and completing the sale. The Residence shall be listed at a price reasonably recommended by the broker based on current market conditions, with reasonable price adjustments as recommended by the broker to accomplish a timely sale. Petitioner shall maintain the Residence in a condition suitable for sale and provide reasonable access for showings, inspections, and appraisals. Neither party shall unreasonably withhold consent to an offer consistent with the broker's written recommendation. If the parties cannot agree on the broker, listing price, price adjustments, or acceptance of an offer, either party may promptly seek an order from the court resolving the dispute and enforcing the sale.

32. Upon closing, the sale proceeds shall first be applied to customary closing costs, real estate commissions, and satisfaction of all liens and secured obligations necessary to convey clear title. Respondent shall then receive any unpaid portion of the $24,239.00 payment, and the remaining net proceeds shall be paid to Petitioner. If the proceeds are insufficient to pay Respondent the full unpaid balance, Petitioner shall remain personally liable for the deficiency. Listing or selling the Residence shall not extend the original payment deadline or excuse any other obligation under this Agreement. Petitioner shall remain responsible for the Residence's expenses through closing.

33. **Insurance.** Beginning on the Effective Date and continuing for so long as Respondent remains named on title to the Residence or liable for any loan secured by it, Petitioner shall maintain, at his sole expense and without lapse, homeowners insurance

providing replacement-cost coverage for the dwelling, customary premises and personal liability coverage, and all coverage required by the lender. Petitioner shall provide Respondent with a copy of the insurance declarations page and written evidence that coverage is in force within thirty (30) days after the Effective Date and annually thereafter, no later than each anniversary of the Effective Date. Petitioner shall promptly notify Respondent of any cancellation, nonrenewal, lapse, or material reduction in coverage.

34. Indemnification. Petitioner shall indemnify, defend, and hold Respondent harmless from and against all claims, demands, liabilities, losses, damages, judgments, costs, and expenses, including reasonable attorney fees, arising out of or relating to Petitioner's possession, occupancy, use, maintenance, or control of the Residence on or after the Effective Date, or Petitioner's failure to pay or perform any obligation assigned to him under this provision. This obligation shall survive the refinancing, transfer of title, sale of the Residence, and entry of the Decree of Divorce.

35. Cohabitation. As long as the Respondent's name remains of record on the residence, the Petitioner shall not cohabit with a romantic partner or roommate. This provision shall not apply to Petitioner's mother residing in the home.

PERSONAL PROPERTY

36. That during the course of the marriage, the parties have acquired certain items of household goods, furnishings, fixtures, appliances and other items of personal property which they have divided between them to their mutual agreement and satisfaction.

37. The parties shall each be awarded their respective vehicles, free and clear of any claim by the other. This includes the Petitioner being awarded his 2014 Honda Pilot and the Respondent being awarded her 2012 Acura RDX. The Petitioner shall assume, pay, discharge and hold the Respondent harmless from the America First Credit Union Loan #1 which is secured by the Respondent's 2012 Acura, and Respondent shall assume, pay, discharge, and hold the Petitioner harmless from the America First Credit Union Loan #2 which is secured by the Petitioner's 2014 Honda Pilot. Upon the loan obligations being satisfied relative to the above referenced vehicles, the parties shall cooperate in executing any and all documents to effectuate the transfer of title to the party to whom the vehicle is awarded herein.

38. The parties shall each be awarded their respective bank, checking and savings accounts and all funds contained therein, free and clear of any claim by the other. Any joint checking or savings accounts shall be closed and any funds contained therein shall be equally divided between the parties within 14 days of the signing of this Agreement. Petitioner may continue to use the accounts as he has been up until that date.

39. All property and all property rights which may be vested in either party as a result of acquisition prior to the marriage, family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

DEBTS AND OBLIGATIONS

40. With Petitioner shall assume, pay, discharge, and hold the Respondent harmless from the America First Credit Union Loan #1 which is secured by the Respondent's 2012 Acura RDX, as well as the obligations to Bank of America (2899), Chase (Amazon-4047), Chase Sapphire (7475), Chase Freedom (3209), Chase Sapphire (2751), Chase Freedom Flex (389), Costco Citi (4352), Discover (1601), and Home Depot (9021).

41. The Respondent shall assume, pay, discharge, and hold the Petitioner harmless from the America First Credit Union Loan #2 which is secured by the Petitioner's 2014 Honda Pilot, together with any and all other debts and obligations in her individual name. She shall refinance or pay off the vehicle loan, or otherwise remove Petitioner from the account, within 14 days of the signing of the parties' Stipulation. Petitioner shall grant Respondent access to the account to make payments or else make the payments on her behalf in order to facilitate her compliance with this term.

42. The parties shall each pay, discharge, and hold the other party harmless from those debts and obligations which they may have incurred individually since the date of their separation on or about November 17, 2025.

43. The parties shall each be required to make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

TAXES

44. The parties shall alternate claiming the minor child as a dependent for both federal and state income tax purposes with Darren claiming the child for all odd numbered tax years beginning with the 2027 tax year, and Mallory claiming the child for all even numbered tax years beginning with the 2026 tax year.

45. The parties shall file jointly for tax year 2025 if they have not done so already. Respondent shall be awarded the entire refund if any.

INSURANCE AND MEDICAL EXPENSES

46. The Respondent shall continue to provide and maintain a policy of health and accident insurance for the benefit of the parties' minor child so long as it is available to her through her employment at a reasonable cost. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of the Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Petitioner shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is

the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. The Petitioner and Respondent shall share any and all out of pocket costs of health insurance premiums paid for the benefit of the parties' minor child and shall share the costs of any and all non-covered medical expenses including deductibles and co-payments.

47. A parent who incurs health and dental expenses shall provide written verification and payment of health and dental expenses to the other party within thirty (30) days of payment. Pursuant to Utah Code Annotated §81-6-208, 1953 as amended, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

48. The parent ordered to maintain insurance 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. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment of the dependent child 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. Sec 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

DIVISION OF ACCOUNTS

49. The parties may elect that medical/dental and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the Decree of Divorce at or before the day on which the provider first renders medical/dental services or issues a bill for school fees pursuant to Utah Code Annotated §15-4-6.7.

PENSION AND RETIREMENT

50. The parties shall each be awarded their respective retirement account, benefits, and plans, free and clear of any claim by the other.

MUTUAL RESTRAINTS

51. The parties shall be mutually restrained and enjoined from making any derogatory or disparaging remarks or statements about the other parent either to or in the presence of the minor child and shall immediately remove the minor child from the presence of any third parties who may be engaging in making any such disparaging or derogatory statements about the other parent.

52. The parties shall be mutually restrained and enjoined from bothering, harassing, annoying, threatening, or harming each other at either's place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another. Both parties shall be restrained from making false allegations regarding the other party to professional licensing agencies, to DCFS, to police, Facebook or other social networking sites, or otherwise in any public forum.

53. Neither party shall post any information about their child on social media. This includes but is not limited to photos, videos, the child's name, and the child's birthday.

54. The parties shall be mutually restrained and enjoined from making any disparaging, defamatory, or derogatory remarks, statements, or comments about the other to any third parties to include family, work colleagues, business associates, or clients and shall be restrained from making any such comments on any social media platforms including, but not limited to, Facebook, Instagram, TikTok, and X (formerly Twitter).

55. The parties shall be restrained and enjoined from introducing the minor child to any new romantic partners unless they are in a stable, committed relationship with that person for at least 6 months. Prior to any such introduction, the other parent shall be provided at least thirty days' notice of the intent to introduce the child to the romantic partner and provide the romantic partner's full name, the anticipated date or general timeframe of the first introduction and a brief description of the planned introductory interaction.

REGARDING ROMANTIC PARTNERS

56. **Introduction of Romantic Partner:** After the romantic relationship has existed for at least six months, the romantic partner's involvement with the child shall increase gradually rather than immediately becoming part of the child's everyday life.

Proposed progression:

- **0–6 months of the relationship**

- There would be no planned contact or interaction between the romantic partner and the child.

- **6–9 months: Initial introduction**
  - The romantic partner may participate in short, casual interactions lasting approximately one to two hours.
  - The child's parent would remain present throughout the interaction and continue to be responsible for the child's supervision and care.
  - Appropriate introductory activities may include a casual meal, visit to a park, community activity, or another age-appropriate activity in a neutral and comfortable setting.
- **9–12 months: Early interaction**
  - The romantic partner may participate in occasional meals, outings, recreational activities, and similar interactions.
  - The child's parent would remain present and primarily responsible for supervision, transportation, discipline, and caregiving.
- **12–18 months: Developing relationship**
  - Interactions may become longer and occur more naturally during the parent's regular parenting time. These interactions may include daytime activities, family gatherings, holidays, and time at the parent's residence.

○ The child’s parent would continue to remain present and responsible for the child’s primary care.

- **18–24 months: Established relationship**

○ The romantic partner may participate more regularly in normal family activities, including meals, outings, holidays, and household routines.

○ Limited incidental supervision may occur when reasonably necessary. However, the romantic partner shall not serve as the child’s regular childcare provider or routinely be left alone with the child.

- **24 months or longer: Long-term integration**

○ If the relationship has remained stable and appropriate, the romantic partner may provide occasional childcare and be alone with the child for reasonable periods.

○ The child’s comfort, age, developmental needs, and relationship with the romantic partner should continue to guide the level of involvement.

- All provisions of the above Introduction Plan shall apply regardless of whether Petitioner has refinanced the house into his own name. In other words, if Petitioner refinances the home into his name during the 24 month outlined herein, he shall still be subject to the restrictions imposed by this plan. Respondent shall similarly be subject to the provisions of this plan regardless of her housing situation.

57. Unsupervised Care and Childcare. A romantic partner shall not serve as the child’s regular childcare provider or routinely be left alone with the child until the

romantic relationship has existed for at least 24 months. Before that point, the child's parent shall remain primarily responsible for:

- Supervision
- Transportation
- Bathing and bedtime
- Medical needs
- Discipline
- Meals
- Other significant caregiving responsibilities

58. After 24 months, occasional unsupervised care may occur if the relationship remains stable and the child has developed an established and comfortable relationship with the romantic partner.

59. This provision would not prohibit brief, incidental supervision while the parent remains nearby, such as when the parent uses the restroom, completes a household task, or handles a short and unexpected necessity.

60. **Cohabitation and Overnight Stays.** Neither parent shall have a romantic partner move into the parent's residence or regularly stay overnight while the child is present until the romantic relationship has existed for at least 24 months.

61. "Regular overnight presence" shall be clearly defined. It may include overnight stays occurring more than occasionally or establishing a pattern that reasonably makes

the romantic partner a regular member of the household.

62. An isolated or emergency overnight stay would not constitute cohabitation or regular overnight presence.

63. The parties shall also determine whether engagement or marriage would alter this provision. Any exception shall still consider:

a. The length and stability of the relationship

b. The child's age and developmental needs

c. The child's familiarity and comfort with the partner

d. Whether the gradual-introduction process has been followed

64. The purpose of this provision is to distinguish ordinary dating and gradual interaction from introducing another adult as a regular member of the child's household.

65. As long as the Respondent's name remains of record on the residence, the Petitioner shall not cohabit with a romantic partner or roommate. This provision shall not create any restriction on Petitioner's mother residing in the home.

66. **Parental Roles and Titles.** Neither parent shall encourage, instruct, or pressure the child to refer to a romantic partner as "Mom," "Dad," "Mommy," "Daddy," or another parental title.

67. A romantic partner shall not be presented to the child as a replacement for either biological or legal parent.

68. If the child independently uses a particular name or term, the adults shall respond

in an age-appropriate manner without encouraging the displacement of either parent.

69. Discipline and Parenting Decisions. Romantic partners shall not assume the role of a parent in making significant disciplinary, medical, educational, religious, or other major parenting decisions for the child.

70. Particularly during the introductory stages, discipline and significant caregiving decisions shall remain the responsibility of the child's parents.

71. A romantic partner may reinforce reasonable household rules or intervene when necessary to protect the immediate health or safety of the child or another individual.

72. Communication and Custody Disputes. Romantic partners shall not be used as intermediaries to communicate about:

a. Custody or parent-time

b. Child support

c. Parenting schedules or exchanges

d. Medical or educational decisions

e. Disagreements between the parents

f. Other co-parenting disputes

73. The parents shall communicate directly with one another regarding parenting matters unless otherwise agreed or ordered by the court.

74. A romantic partner shall not discuss the divorce, custody proceedings, financial disputes, or negative information about either parent with the child or within the child's

hearing.

75. Neither parent nor romantic partner shall question the child about the other parent's personal life or use the child to obtain information about the other household.

76. **Equal Application to Both Parents.** These provisions would apply equally to both parents and to any future romantic partners.

77. Both parties acknowledge they are willing to accept the same limitations regarding their own future relationships. The parties' objective is to establish consistency and stability for the child rather than control either parent's personal relationships.

78. **Right of First Refusal for Childcare.** If either parent is unable to personally care for the child during that parent's scheduled parenting time for a continuous period of four hours or more, that parent shall first offer the other parent the opportunity to care for the child before arranging care through a romantic partner, babysitter, friend, or other non-family third party.

79. The parent needing childcare shall contact the other parent as soon as reasonably practicable after becoming aware of the need for care. When possible, the request shall include the anticipated beginning and ending times.

80. For foreseeable childcare needs, reasonable advance notice shall be provided.

81. For unexpected or last-minute circumstances, including illness, work obligations, emergencies, or other unforeseen events, notice shall be provided as soon as reasonably practicable.

82. The other parent shall respond within a reasonable period based on the circumstances. For a last-minute childcare need, the other parent shall respond within 30 minutes unless the circumstances reasonably require a more immediate response.

83. If the other parent declines, is unavailable, or does not respond within the applicable period, the scheduled parent may make other appropriate childcare arrangements.

84. The right of first refusal shall apply equally to both parents. It is intended to provide the child with an opportunity to spend additional time with a parent when the scheduled parent is unavailable.

85. The right of first refusal is not intended to:

a. Interfere with ordinary activities during parenting time

b. Prevent the child from attending school, preschool, daycare, or extracurricular activities

c. Prevent reasonable time with grandparents or family members

d. Interfere with ordinary social activities

e. Apply when the scheduled parent remains reasonably available and responsible for the child

86. **Romantic Partners as Childcare Providers.** During the first 24 months of a parent's romantic relationship, a romantic partner shall not be used as a substitute childcare provider when the child's other parent is reasonably available and willing to

care for the child.

87. Before the relationship reaches 24 months, the romantic partner shall not routinely be left alone with the child or serve as the child's regular childcare provider.

88. If an unexpected circumstance prevents the scheduled parent from personally caring for the child and the other parent is reasonably available, the other parent shall receive the first opportunity to care for the child rather than the child being placed in the romantic partner's sole care.

89. **Emergency Exception.** Nothing in these provisions shall prevent either parent or a romantic partner from taking reasonable and necessary action during a genuine emergency involving the health or safety of the child or another individual.

90. The other parent shall be notified of the emergency and any resulting childcare arrangement as soon as reasonably practicable.

91. **Implications for Expanding Parent Time.** Additional time exercised under the right of first refusal shall not:

a. Permanently modify the regular parenting-time schedule

b. Create a presumption regarding future custody or parent-time

c. Constitute a voluntary relinquishment of parenting time

d. Be used to calculate or alter child support unless otherwise agreed or ordered

92. However, if one party demonstrates a pattern of consistently being unable to provide direct care for the child for their parent time (more than the occasional instance in

a given month), this provision shall not prevent the other party from pursuing a change in parent time.

MISCELLEANEOUS

93. Each of the parties shall execute and deliver to the other any documents necessary to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within sixty (60) days of the entry of the Decree of Divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70, Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same force and effect as if executed by the disobedient party.

94. The Respondent shall be restored the use of her former/maiden surname, Adams, should she so desire.

95. The parties shall each bear their own costs and attorney's fees incurred by them in this action.

*****END OF DOCUMENT*****

PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL AND SIGNATURE OF THE COURT APPEARS AT TOP OF PAGE ONE OF THIS DOCUMENT.

APPROVED AS TO FORM

/s/ *Chelsea Hoffman*
Chelsea Hoffman
Attorney for Petitioner

Electronically signed by Cory R. Wall with permission of Chelsea Hoffman

NOTICE PURSUANT TO RULE 7 (j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE PETITIONER AND HIS COUNSEL:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that the Decree of Divorce prepared by the Respondent will be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

DATED this 23rd day of September, 2026.

/s/ Cory R. Wall
CORY R. WALL
Attorney for Respondent

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Decree of Divorce was sent, via Electronic Mail, to the following this 23rd day of September, 2026:

Chelsea Hoffman

Attorney for Petitioner
Email: chelsea@coillaw.com

/s/ Cory R. Wall
CORY R. WALL