The Order of the Court is stated below:
Dated: October 12, 2026 05:11:14 PM
/s/ ROBERT FAUST
District Court Judge

1J. Scott Brown (6191)
COHNE KINGHORN
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Attorneys for Petitioner Sarah Webster Smith

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

In the Matter of the Marriage of: SARAH WEBSTER SMITH, Petitioner, and ZACHARY DEE SMITH, Respondent, and STATE OF UTAH, OFFICE OF RECOVERY SERVICES, Intervenor.	**DECREE OF DIVORCE** Civil No. 254901022 Judge Robert Faust Commissioner Kim M. Luhn

The above-entitled matter came regularly before the above-entitled Court, in accordance with UTAH CODE ANN. § 81-4-406(1). Petitioner Sarah Webster Smith

("**Sarah**"), having executed and filed with the Court her declaration (the "**Declaration**") in support of the entry of a Decree of Divorce. Sarah and respondent Zachary Dee Smith, also known as Zackary Dee Smith (collectively, "**Zach**"), having executed and filed with the Court that certain Stipulation and Settlement Agreement (the "**Settlement Agreement**"); the terms and provisions of the Settlement Agreement set forth a full and complete resolution of all of the outstanding issues and disputes in the above-entitled divorce action (this "**Divorce Action**"); and, pursuant to the terms and provisions of the Settlement Agreement the parties consented that this matter may be 2heard by the Court at any time and without further notice to them, provided that the Decree of Divorce to be entered herein shall approve and be predicated upon the Settlement Agreement and not vary the terms of the Settlement Agreement. The Court having reviewed the Verified Complaint for Divorce, the Declaration and the Settlement Agreement, the Court having made and entered its Findings of Fact and Conclusions of Law, whereby approving the Settlement Agreement and concluding that this Decree of Divorce incorporate the terms and provisions of the Settlement Agreement and the Court's findings of fact; and, being fully advised in the premises, and good cause appearing therefore, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

1. **Decree of Divorce**. That the parties are awarded a decree of divorce from one another upon the grounds of irreconcilable differences, such decree to be final upon entry, and that the marriage between Sarah and Zach is dissolved.

2. **<u>The Minor Children</u>.** That there have been two children born as issue of the parties' marriage, to wit: LJS, born in February 2010 (age 16); and EES, born in December 2014 (age 11) (collectively, the "**Minor Children**").

PARENTING PLAN

3. 3**<u>Custody and Parent-Time</u>.** That parent-time with the Minor Children shall be at reasonable times as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1				ZACH	ZACH	ZACH	ZACH 8:30 P.M.
Week 2							

a. Zach's alternating weekend shall extend Thursday after school (or 9 a.m. if school is not in session) until Sunday at 8:30 p.m.

b. Except as the parties mutually agree otherwise, a parent may not interrupt regular school hours for a school aged Minor Children for the exercise of parent-time.

4. **<u>Summer-time</u>.** That in the summer, the parties shall divide the summer with each parent receiving alternating weeks with exchange on Friday at 9 a.m. The summer-time rotation shall begin the first Friday that school is out of session (including if the release day is on Friday). The parent who has the weekend parent-time rotation shall begin the summer-time rotation. The summer-time rotation shall end the Friday before school begins.

5. **Ten Days of Extended Summer-Time.** That each party shall, at their option, receive 10 continuous days in the summer which shall consist of their one-week period of custody plus 3 additional consecutive days from the other parent's one-week of custodial time.

6. **Notification of Extended Time.** That both parents shall provide notification of extended parent-time or vacation weeks, with the Minor Children by May 1 each year for first option parent and May 15 for second option parent. Zach shall have first choice of extended time in odd numbered years and Sarah shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent shall be able to have first choice of the extended parent-time that summer and the noncomplying parent shall have second choice.

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

Even Years	Odd Years	Holiday and Time
Sarah	Zach	**Martin Luther King Jr. Holiday** (1) Holiday begins at: (a) The time that school is dismissed for Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Zach	Sarah	**President's Day** (1) Holiday begins at: (a) The time that school is dismissed for President's Day; or

		(b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Sarah	Zach	**Spring Break** (1) Holiday begins at: (a) The time that school is dismissed for Spring Break; or (b) 5:30 p.m. on the day school lets out at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Zach	Sarah	**Memorial Day** (1) Holiday begins at: (a) The time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Zach	Sarah	**Juneteenth and National Freedom Day** (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.
Sarah	Zach	**July 4th** (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.
Zach	Sarah	**July 24th** (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.

Sarah	Zach	**Labor Day** (1) Holiday begins at: (a) The time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Sarah	Zach	**Fall Break** (1) Holiday begins at: (a) The time that school is dismissed for Fall Break; or (b) 5:30 p.m. on the day school lets out at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Zach	Sarah	**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 3 p.m. if there is no school. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Zach	Sarah	**Thanksgiving** (1) Holiday begins at: (a) The time that school is dismissed for Thanksgiving Break; or (b) 5:30 p.m. on the day school lets out at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Sarah	Zach	**Winter Break (First Half)** (1) Holiday begins at: (a) The time that school is dismissed for Winter Break; or (b) 5:30 p.m. on the day school lets out at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.

Zach	Sarah	**Winter Break (Second Half)** (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Sarah	Zach	The **day before or after children's birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Zach	Sarah	**Children's actual birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Zach	Zach	**Father's Day** (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.
Sarah	Sarah	**Mother's Day** (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.

8. **Legal Custody.** That the parties shall have joint legal custody. Both parties shall have access to the Minor Children's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning the Minor 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 Minor Children, Sarah shall have final say subject to Zach's right to court intervention. The parties shall mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the Minor Children's day-to-day activities when the Minor Children are in his or her care.

9. **Educational Plan.** That the Minor Children shall continue to attend school with Sarah as the primary residential parent. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

10. **Our Family Wizard.** That the parties shall utilize Our Family Wizard to communicate and calendar and exchange receipts. The parties shall each pay their respective costs for Our Family Wizard. The parties shall not use the Minor Children to deliver messages. The parties shall use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Our Family Wizard by October 15, 2026. The parties shall respond within 48 hours of any communication. The parties shall exchange receipts, calendar, and communicate through Our Family Wizard. The parties shall not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the Minor Children.

11. **First Right.** That each parent shall have first option to provide care for the Minor Child(ren) over any other third party if the parent responsible for the Minor Child(ren) is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

12. **Telephone and Virtual Contact with the Minor Children.** That each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor 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 Minor Children shall be able to

contact the parents at any time. Currently, the youngest child may communicate with the other parent on the other parent's device.

13. **Travel.** That when the Minor Child(ren) travel with either parent out of state, all of the following shall be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

a. An itinerary of travel dates;

b. Destination;

c. Places where the Minor Child(ren) or traveling parent can be reached;

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

e. Both parties shall have unfettered access to the Minor Children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

f. If Zach or Sarah are traveling in State with the Minor Child(ren), they shall give notice prior to departure.

14. **Change of Information.** That each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

15. **Notification of the Minor Children's Events.** That the parties shall take affirmative steps to share school and activity information concerning the Minor Children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events the Minor Children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

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

17. **Mutual Restraining.**

a. That both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the Minor Children in any way from the other parent. Both parents have an affirmative duty to co-parent the Minor Children in a way that promotes their best interest.

b. That both parties are restrained from discussing adult issues in front of the Minor Children or allowing a third party to do so. The parties are also restrained from discussing the Minor Children's relationship with the other parent in front of or with the Minor Children, or from questioning, interrogating, or otherwise "pumping" the Minor Children for information regarding what occurs when the

Minor Children are with the other parent and from allowing any other person to do so.

c. That the parties shall not use the Minor Children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the Minor Children or at any children's activity.

d. That the parties shall not make disparaging remarks to one another or to the Minor Children about one another or the other parent's family members in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. That the parties shall not use illegal drugs, prescription drugs in a non-prescribed manner while exercising parent-time. Zach shall not use alcohol while exercising parent-time. Sarah shall not use alcohol in excess of the legal driving limit while exercising parent-time.

f. No impaired driving. That neither party shall operate a vehicle with the Minor Children as passengers while impaired by any substance. Neither party shall permit the Minor Children to ride with any driver who has consumed alcohol or any impairing substance within the preceding twelve (12) hours, or who does not hold a valid driver's license.

g. That both parties are restrained from using the likeness, image or credit of the other party for any purpose.

h. That both parties are restrained from accessing, interfering or otherwise intercepting each other's mail, e-mail or other types of electronic transmissions, information or data.

i. That both parties are restrained from entering each other's residence or property, absent advanced permission.

j. That both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the Minor Children from such circumstances.

18. <u>Limitations</u>.

a. That each child shall have their own separate bedrooms and beds.

b. That the parties shall not sleep with the Minor Children and shall not shower with the Minor Children.

c. That the Minor Children shall only be transported by individuals who have a valid driver's license.

d. That neither party shall interfere with the Minor Children's access to or use of their cellular phones or watches, or prohibit or otherwise interfere with the Minor Children contacting the other party. If, during either party's parent-time, a Minor Child contacts

the other party and expresses a safety concern about the substance use of the parent exercising parent-time, the parent contacted shall be allowed to pick up the Minor Children immediately. The parent picking up the Minor Children shall promptly notify the other parent.

e. That Zach shall maintain an account at BacTrack (and assume and pay all expenses associated therewith) at a level that shares Zach's test results directly with Sarah. This service shall be continued until Zach has been released from probation. Zach shall sign whatever releases or other documents which are necessary to allow all of the information on his current testing to go to Sarah. In the event that Zach (i) tests positive for alcohol or any other drug or (ii) refuses to timely test, Zach's parent-time shall automatically be suspended pending further Court order.

19. Dispute Resolution. That if the parties have any future disagreement pertaining to the Minor Children generally or over the terms or implementation of the Settlement Agreement and this Decree of Divorce, they shall seek the assistance of a mutually agreed upon mediator before either of the parties initiates legal action. However, either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

20. Activity Costs. That each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the Minor Children may be involved in. The

parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change. Currently, Sarah shall continue to pay for Karate for their daughter and Zach shall continue to pay for Water Polo for their son.

21. **Transportation for the Minor Children.** That the parties shall utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If a parent is exercising a mid-week with a return the same day, the parent exercising parent-time shall provide all of the transportation.

22. **Third Party Transportation.**

a. That a step-parent, half-siblings, grandparents, or other responsible individual designated by the receiving parent may pick up the Minor Children if the other parent is aware of the identity of

the individual, and the receiving parent shall be with the Minor Children by 7 p.m.

b. That if a parent is not able to pick up a child within 20 minutes of school or activity release and the child calls a parent without parent-time, a step-parent, half-siblings, or grandparent for transportation, this person shall be able to provide the transportation to the home of the parent with parent-time.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

23. Child Support. That child support shall be calculated as according to Utah Code §81-6-201 *et seq.* Sarah's gross monthly income is $3,813 per month. Zach's gross monthly income is imputed at $18,150 per month. Zach's child support obligation shall be $2,275 per month. Child support shall commence October 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. When the oldest child graduates, the child support shall be reduced to $1,459 unless otherwise modified by the Court. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month. Zach is deemed current on child support through September 30, 2026. The parties acknowledge that their youngest child has special needs and that child support

and guardianship for her adult care shall be assessed when the child is in her Senior Year of High School.

24. **ORS.** That either party has the right to initiate ORS, if there is a late payment, for the collection and payment of Child Support. If Zach is late on a payment, he shall pay the fees for ORS if it is initiated.

25. 4**Medical/Dental Expenses.** That the party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the Minor Children in accordance with Utah Code §81-6-208.

a. That e5ach parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed. The current amount owed is $58.43 monthly for the per capita portion for their son. Their daughter has qualified for Medicaid and no premium is due.

b. That e6ach parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, rehabilitative, supportive services, or therapy,

prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. That t7he parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the Minor Children as indicated.

d. That if, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Sarah shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Zach shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. That double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. That verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

26. Childcare Expenses. That the parties shall adopt Utah Code §81-9-209, and each parent shall equally share the reasonable work-related childcare expenses for the Minor Children.

27. Dependency Exemption. That the parties shall share the dependency exemption/tax credit for the Minor Children as follows:

a. That while there are two Minor Children, the parties shall each receive one child as a dependency exemption/tax credit. Sarah shall claim the oldest child and Zach shall claim the youngest child.

b. That when there is only one Minor Child, the parties shall alternate the dependency exemption/tax credit for the Minor Child. Sarah shall be entitled to claim the Minor Child as a dependency exemption/tax credit for odd-numbered tax years, and Zach shall

claim the Minor Child as a dependency exemption/tax credit for even-numbered tax years.

c. That a parent is entitled to claim the dependency exemption/tax credits indicated herein as long as he or she is current on his child support obligation by December 31st of the applicable tax year.

28. **Real Property.** That there is no marital real property.

29. **Personal Property.** That during the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

Item Description:	*Awarded to:*
2022 Expedition	Sarah

a. That other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 90 days of the entry of the Decree of Divorce. After 90 days of the entry of the Decree of Divorce or as mutually agreed upon in writing otherwise, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within the Settlement Agreement.

30. <u>Debts</u>. That the parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt Description:	*Obligation of:*
Except as designated herein, debt in Sarah's Name	Sarah
Except as designated herein, debt in Zach's Name	Zach

a. <u>Land Rover</u>. That if the outstanding debt for the Land Rover becomes due, Sarah shall answer the lawsuit and submit the claim of statute of limitations, if applicable. Sarah shall notify Zach within 14 days of the lawsuit being filed. Thereafter, the parties shall each pay one-half of the cost for the outstanding debt for the Land Rover if it becomes due.

b. <u>Accumulation of Debt</u>. That neither party shall incur any additional liability on joint credit cards.

c. <u>Other Debts</u>. That the parties are aware of no other joint debts not otherwise addressed herein or in the Settlement Agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

d. <u>Delinquency in Payments</u>. That if either party is obligated on a joint-secured debt, the payment of that debt must remain current.

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

31. Prenuptial Agreement. That in accordance with the Settlement Agreement, the Cohabitation and Prenuptial Agreement (the "**Prenuptial Agreement**") entered into on 21st day of April, 2008, is valid and enforceable, except as modified herein.

a. Wells Fargo 4655. That, pursuant to paragraph 16 of the Prenuptial Agreement, Sarah is awarded all of the funds in Wells Fargo Account 4655. The statement from July 2025 showed a balance of approximately $140,000. Pursuant to the Settlement Agreement, the parties represented that no withdrawals have been made. This shall be transferred to Sarah within 30 days of the entry of the Decree of Divorce.

b. Property Settlement. That to settle any outstanding claims related to Zach's obligation under the Prenuptial Agreement, Zach shall pay Sarah $240,000 within 45 days of the date of the entry of the Decree of Divorce.

32. Financial Accounts. That each party shall be awarded monies in their own separate accounts.

33. Name. That Sarah shall have the option of restoring her name to Webster.

34. **Alimony.** That neither party shall be awarded alimony. Pursuant to the Settlement Agreement and the Prenuptial Agreement, both parties waived and relinquished the right to receive alimony from the other both now and in the future.

35. **Deeds and Titles.** That both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. The parties shall cooperate and give any information or signatures within five business days of request.

36. **Drafting.** That both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the Settlement Agreement. Both parties and their counsel have had an opportunity to read the Settlement Agreement and to make suggested changes to the draft and the Settlement Agreement is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Settlement Agreement, and no provision shall be construed against any party as being the draftsman thereof. The Settlement Agreement shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Settlement Agreement to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

37. **Full Disclosure.** That, pursuant to the Settlement Agreement, the parties each indicated that there has been a complete accurate and current disclosure of all income,

assets, and liabilities. Both parties understood and agreed that any failure to provide complete disclosure may constitute perjury. The property referred to herein and in the Settlement Agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

38. **Attorney's Fees and Costs.** That each party shall be ordered to assume his or her own costs and attorney's fees incurred in this Divorce Action.

39. **Final Stipulation.** That the Settlement Agreement is entire and complete and embodies all understandings and agreements between the parties. All motions, petitions, sanctions, and any other item pending before the court for this case are hereby resolved through the Settlement Agreement. No prior or contemporaneous oral or written agreements or matters outside of the Settlement Agreement shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Settlement Agreement is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Settlement Agreement.

40. **Waiver.** That in accordance with the Settlement Agreement, any financial amounts owing one from the other are hereby waived as of September 25, 2026.

41. **Superseding Order.** That the Settlement Agreement is intended to supersede and replace any previous orders.

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED**

BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE**

Approved as to Form:

ROGERS & RUSSELL, PLLC

By:/s/ Steven M. Rogers (Signed with Permission)
Steven M. Rogers
Nic R. Russell
Wylie C. Thomas
Nicholas I. Clark
Attorneys for Respondent

DEREK E. BROWN
UTAH ATTORNEY GENERAL

By:/s/ Clayton T. Davis (Signed with Permission)
Clayton T. Davis
Assistant Attorney General
Attorney for the State of Utah

[55606.01]