Leslie Mismash
Name
11146 S Susan Dr
Address
Sandy, Utah 84092
City, State, Zip
801-696-9277
Phone
lmismash2@comcast.net
Email

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, P.O. BOX 1860, SALT LAKE CITY, UT, 841

| In the Matter of (select one) | **Divorce Decree** |
|---|---|
| [x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case) | 264904513<br>Case Number<br>Koch<br>Judge<br>Blomquist<br>Commissioner (domestic cases) |
| Leslie Mismash<br>(name of Petitioner)<br>and<br>Benjamin Mismash<br>(name of Respondent)<br><br>Other parties (if any) | |

The court decrees:

## Divorce

1. Leslie Mismash is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Leslie Mismash. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Leslie Mismash** and **Benjamin Mismash** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

**Minor Children**

LMM born 01/2010, BKM born 05/2013

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.
Child: **LMM born 01/2010**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Apr 8, 2008**
Address: **11146 S Susan Dr, Sandy, Utah 84092 United States**
(1).
Caretaker at this address: **Ben Mismash**
Caretaker current address: **11146 S Susan Dr, Sandy, Utah 84092 United States**

(2).
Caretaker at this address: **Leslie Mismash**
Caretaker current address: **11146 S Susan Dr, Sandy, Utah 84092 United States**

b.
Child: **BKM born 05/2013**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Apr 8, 2008**
Address: **11146 S Susan Dr, Sandy, Utah 84092 United States**
(1).
Caretaker at this address: **Ben Mismash**
Caretaker current address: **11146 S Susan Dr, Sandy, Utah 84092 United**

**States**

(2).
Caretaker at this address: **Leslie Mismash**
Caretaker current address: **11146 S Susan Dr, Sandy, Utah 84092 United States**

## Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Leslie Mismash** and **Benjamin Mismash**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Leslie Mismash** and **Benjamin Mismash** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

# PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Leslie Mismash** and **Benjamin Mismash**.

## Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Leslie Mismash** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Leslie Mismash**'s home **183** overnights each year and in **Benjamin Mismash**'s home **182** overnights each year.

9. The parents will follow a custom parent-time schedule:

a. **Parties agree to coordinate parenting time on a monthly basis, taking into account their work schedules and the children's school and activity commitments.**

They will work collaboratively and remain flexible when adjustments are necessary, utilizing a shared Google calendar or co-parenting application to manage the parenting schedule and the children's activities. If conflicts arise when scheduling the parties agree to a week-on week-off schedule.

Both parties acknowledge that the schedule may need to be modified to accommodate the children's needs and/or the parents schedules. If either parent or the children believe the parent time schedule is not in the family's best interest and the parties cannot agree on a new arrangement, they will participate in mediation to resolve the issue before pursuing legal action. The cost of mediation will be shared equally.

Each parent will make their best effort to accommodate unexpected changes in the parenting schedule. However, if a parent cannot adhere to their scheduled time and the other parent cannot provide coverage, the scheduled parent is responsible for making alternative arrangements for the children.

If a parent anticipates being physically unavailable for any time their scheduled parenting time, including overnight, they must notify the other parent as soon as possible and offer the opportunity for them to care for the children before arranging care with family, friends, or third parties. Any third-party care arrangements lasting four hours or more require prior approval from the unscheduled parent.

Both parties agree to maintain consistency between households regarding dinner times, homework routines, and bedtimes. They recognize that keeping the children on a regular schedule, regardless of which home they are staying in, will support their adjustment and overall well-being.

Holiday Parent Time

The parties agree to plan parent time for holidays when planning monthly parent time and agree the children should have meaningful holiday time with both parents and their extended families and are committed to making a best effort to accommodate the children on major holidays.

In the event the parties are unable to agree to a holiday schedule, they will default to the state guideline for holiday parent time following Utah Code 30-3-35.1; Ben Mismash shall be considered the non-custodial parent for the sole purpose following the holiday guideline. Both parents understand holiday time supersedes parent time and will plan accordingly.

Unusual Events

"Unusual Events" shall be defined for purposes of this Agreement as one-time or extraordinary events that cannot be rescheduled and over which a

**party has no control, including but not limited to weddings, funerals, family reunions and graduations. The parties agree and acknowledge that it is in their minor children's best interests to attend such Unusual Events, and – except in the case of an existing and unavoidable scheduling conflict or other good faith basis – The parties each agree to allow their minor children to attend such Unusual Events. The parties may agree to plan "make-up" time and shall do so prior to the change in parent time because of an Unusual Event. Given the infrequent nature of Unusual Events, neither party shall invoke this Paragraph more than twice**

## Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

| Holiday | Period | Benjamin Mismash | Leslie Mismash |
|---|---|---|---|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day. | Odd years | Even years |
| Presidents' Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Presidents' Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes. | Even years | Odd years |
| Spring Break | (1) Holiday begins at:<br>(a) the time that school is dismissed for spring break; or<br>(b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes. | Odd years | Even years |
| Memorial Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Memorial Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Memorial Day. | Even years | Odd years |
| Mother's Day | (1) Holiday begins at 5:30 p.m. on the day before Mother's Day.<br>(2) Holiday ends on Mother's Day at 8:30 p.m.. | All years if Benjamin Mismash is the mother or other parent granted Mother's Day in the order. | All years if Leslie Mismash is the mother or other parent granted Mother's Day in the order. |

| | | | |
|---|---|---|---|
| Father's Day | (1) Holiday begins at 5:30 p.m. on the day before Father's Day.<br>(2) Holiday ends on Father's Day at 8:30 p.m.. | All years if Benjamin Mismash is the father or other parent granted Father's Day in the order. | All years if Leslie Mismash is the father or other parent granted Father's Day in the order. |
| Juneteenth National Freedom Day | (1) Holiday begins at:<br>(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<br>(b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. | Even years | Odd years |

| Holiday | Period | Benjamin Mismash | Leslie Mismash |
|---|---|---|---|
| | (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day. | | |
| Independence Day | (1) Holiday begins on July 3rd at 5:30 p.m.<br>(2) Holiday ends on July 5th at 8:30 p.m. | Odd years | Even years |
| Pioneer Day | (1) Holiday begins on July 23rd at 5:30 p.m.<br>(2) Holiday ends on July 25th at 8:30 p.m. | Even years | Odd years |
| Labor Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Labor Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Labor Day. | Odd years | Even years |
| Fall Break | (1) Holiday begins at:<br>(a) the time that school is dismissed for fall break; or<br>(b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes. | Odd years | Even years |
| Halloween | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 3 p.m. if there is no school.<br>(2) Holiday ends at 8:30 p.m. on the same day the holiday begins. | Even years | Odd years |
| Thanksgiving | (1) Holiday begins at:<br>(a) the time that school is dismissed for Thanksgiving; or<br>(b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes. | Even years | Odd years |
| Winter Break (First Half) | (1) Holiday begins at:<br>(a) the time that school dismisses for winter break; or<br>(b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday.<br>(2) Holiday ends on December 27th at 8:30 p.m. | Odd years | Even years |
| Winter Break (Second Half) | (1) Holiday begins on December 27th at 8:30 p.m.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break. | Even years | Odd years |
| Day of Minor Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m. | Even years | Odd years |
| Day Before or After Minor Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m. | Odd years | Even years |

## Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

**The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.**

## Curbside transfers

12. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers

are made.

## Decision-making

13. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

**Sole decision-making.**

14. Both Leslie Mismash and Benjamin Mismash will make decisions about education together.

15. Leslie Mismash will make decisions about health care.

16. Leslie Mismash will make decisions about religion.

## Education plan

17. The school the children will attend is based on **Benjamin Mismash**'s home residence.

18. Leslie Mismash and Benjamin Mismash has authority to check the children out of school. Leslie Mismash and Benjamin Mismash has access to the children during school. If the parents cannot agree, education decisions will be made by Leslie Mismash.

## Communication with each other

19. Parents will communicate with each other by any method.

## Communication with the children

20. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

21. Parents and children may communicate with each other whenever the children choose.

- By any method

## Records and information sharing

22. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

## Travel by the children

23. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

24. If the children will be travelling for more than **3** days, the parent arranging the travel will notify the other parent at least **14** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **3** days in advance. In case of emergency, the parent will provide as much notice as possible.

## Child care

25. A child care provider for our children must be:

A relative, friend, or neighbor.

## Relocation of a parent

26. **If either party decides to move outside Salt Lake County, they will meet and revisit the parenting plan to make necessary adjustments as a result of the move.**

**Any modifications to the parenting plan must be documented in writing and signed by both parties. If mediation is required to resolve any conflicts, the costs of mediation will be shared equally.**

**Custody and child support arrangements may be subject to change based on adjustments to the parenting plan. If the parties are unable to agree on a revised parenting arrangement, the children will remain with the parent who is not relocating until an agreement is reached. Any additional transportation needs resulting from the relocation will be the responsibility of the relocating parent, unless otherwise agreed to in writing.**

## Resolving disputes

27. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

## Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

28. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

# END OF PARENTING PLAN

## Income: Petitioner (Leslie Mismash) (Utah Code 81-6-203)

29. **Leslie Mismash's** gross monthly income for child support purposes is **$4992.** **Leslie Mismash** receives the following gross monthly income:

a. **Leslie Mismash** is employed at **Intermountain Health**. **Leslie Mismash** earns **$4992** gross (pre-tax) monthly income working a 40-hour a week job or less.

30. The adjusted gross monthly income for **Leslie Mismash** is $**4992**.

## Income: Respondent (Benjamin Mismash) (Utah Code 81-6-203)

31. **Benjamin Mismash's** gross monthly income for child support purposes is $**8091.** **Benjamin Mismash** receives the following gross monthly income:

a. **Benjamin Mismash** is employed at **Costco Wholesale Corporation**. **Benjamin Mismash** earns **$8090.87** gross (pre-tax) monthly income working a 40-hour a week job or less.

32. The adjusted gross monthly income for **Benjamin Mismash** is $**8091**.

## Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

33. It is in the best interest of the children that **Benjamin Mismash** be ordered to pay child support to **Leslie Mismash** as follows:

a.**$258.00** per month base support. This amount complies with the Utah Child Support Act.

34. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

35. The **joint** custody worksheet was used to calculate child support.

**Child support reduction for extended parent-time**

36. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an

interruption of the consecutive day requirement.

37. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

38. Child support will be paid as follows:

**Child support shall be due and payable on the first (1st) day of each month, unless the parties otherwise agree in writing. Parties will determine the way child support shall be paid either via a Venmo transfer or bank to bank transfer.**

39. The issue of past-due child support may be decided by future court or administrative action.

40. **Benjamin Mismash** will pay any ORS fees. If **Leslie Mismash** is the ORS applicant and the fees are withheld from payments to **Leslie Mismash**, **Benjamin Mismash** will reimburse **Leslie Mismash**.

41. The parties must notify each other within 30 days of any change in their income.

42. The Office of Recovery Services (https://ors.utah.gov/) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

## Dependent children for tax purposes

43. **Leslie Mismash** may claim the parties' children as dependents/exemptions for tax purposes.

a. **The parties agree to lean on the advice of their CPA each year to determine which parent will take which deductions on an annual basis.**

## Child health care (Utah Code 81-6-208)

44. The parties must provide health care coverage for the medical expenses of the dependent children. Heath care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

45. **Benjamin Mismash** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental

insurance plans of both parents, the coverage will be as follows:

- **Benjamin Mismash's** insurance will be primary coverage.
- **Leslie Mismash's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Benjamin Mismash's** spouse's insurance will be primary coverage.
- **Leslie Mismash's** spouse's insurance will be secondary coverage.

c. **Benjamin Mismash** will pay all out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

## Child care expenses (Utah Code 81-6-209)

46. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

There is no need for a child care provision in our agreement.

## Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

47. Neither party has received or is receiving public assistance from the State of Utah.

## Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

48. The parties acknowledge that they have divided all personal property to their mutual satisfaction. Each party shall retain sole ownership, possession, and use of the motor vehicle currently in his or her possession.

Each party shall be solely responsible for all costs and obligations associated with his or her respective vehicle, including, but not limited to, loan payments (if any), insurance, registration, licensing, taxes, maintenance, repairs.

## Life Insurance

49. The life insurance policies owned by Ben Mismash will be divided as follows:

a.

Account Number: **8061**
Institution Name: **Northwestern Mutual**
Address: **1230 Rosecrans Ave , Manhatten Beach, CA 90266**
Balance (US Dollars): **$30,000.00**
Owner: **Ben Mismash**
Divide as follows: **The parties acknowledge that Ben Mismash's whole life insurance policy has an approximate cash value of $30,000. Leslie Mismash is entitled to one-half (½) of the cash value of the policy, which shall be paid to her as part of the division of marital assets.**

**Upon payment of Leslie Mismash's share, Ben Mismash shall retain ownership and control of the policy and shall have the right to maintain the policy and designate the parties' children as equal beneficiaries of the policy.**

## Debts

50. The parties agree that all outstanding balances owed on any credit card account(s) in the name of **Leslie Mismash**, which are determined to be marital debt, shall be divided equally.

Within 30 days from the entry of the Decree of Divorce, one-half (½) of the outstanding balance, calculated as of the date the Decree is entered, shall be transferred to a credit card account in the name of **Ben Mismash**.

Upon completion of the balance transfer, each party shall be solely responsible for the payment and satisfaction of the debt held in his or her respective name and shall indemnify and hold the other party harmless from any liability associated with that debt or any additional debt accumulated by **Ben Mismash** work related purposes.

## Real Property

51. The parties do not have any real property that is marital property. The parties do not need a court order about real property. The parties agree that effective upon entry of the Decree of Divorce, Ben Mismash shall have the exclusive use, possession, and occupancy of the marital residence.

The parties further stipulate that the fair market value of the residence is $800,000.00. The equity in the residence shall be calculated by subtracting the outstanding balances of the first mortgage which is approximately $307,734.21 and the Home Equity Line of Credit (HELOC), which is approximately $70,259.88 for a total of $377,994.09.

The parties shall obtain current balances from these accounts, subtract the agreed upon value of the home of $800,000,00 and the remaining balance is the equity in the home to be divided equally.

Ben Mismash shall pay Leslie Mismash her one-half (½) share of the equity within sixty (60) days following entry of the Decree of Divorce; which shall be approximately $211,002.95 owed to Leslie Mismash.

Immediately following entry of the Decree of Divorce, Ben Mismash shall diligently pursue the assumption, refinance, or other process necessary to remove Leslie Mismash from all liability associated with the first mortgage and HELOC. Leslie Mismash agrees to execute any documents reasonably necessary to facilitate the removal of her name from the mortgage, HELOC, and title to the property, provided such documents do not impose any additional financial obligation or liability upon her.

If Ben Mismash is unable to complete the assumption or refinance and pay Leslie Mismash her share of the equity within sixty (60) days after entry of the Decree of Divorce, the residence shall be listed for sale with a licensed real estate broker no later than the sixty-first (61st) day following entry of the Decree.

Upon the sale of the residence, the net proceeds, after payment of all mortgages, liens, customary closing costs, commissions, and other expenses of sale, shall be divided equally between the parties, unless the parties otherwise agree in a written agreement signed by both parties.

# Alimony

52. Neither party will pay alimony.

## Retirement money

**Retirement money – retirement accounts**

53. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

54. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **0530**
Plan Name: **Savings plus 401K plan**
Plan Administrator: **T.Rowe Price**
Company Name: **Intermountain Health**
Address: **PO Box 17349 Baltimore, MD 21297**
Date Opened: **Dec 31, 2025**
Plan Value: **$31401.38**
This plan is in the name of: **Leslie Mismash**
Divide as follows: **The entire account should be awarded to Leslie Mismash.**

b.

Account Number: **0428**
Plan Name: **Costco 401K Retirement Plan**
Plan Administrator: **T.Rowe Price**
Company Name: **Costco**
Address: **PO Box 17349 Baltimore, MD 21297**
Date Opened: **Jun 1, 2006**
Plan Value: **$273660**
This plan is in the name of: **Benjamin Mismash**
Divide as follows: **The parties agree to equalize the marital portion of their retirement accounts accrued during the marriage and base the equalization of account balances as of the date the divorce is final.**

**Ben Mismash shall be solely responsible for preparing, filing, and completing any necessary Qualified Domestic Relations Order (QDRO), or other required documentation, to facilitate the transfer of funds to Leslie Mismash.**

**Ben Mismash shall initiate the QDRO process no later than sixty (60) days following the entry of the Final Decree of Divorce.**

**The parties acknowledge that Leslie Mismash has a pension account that is scheduled to be cancelled in December 2026. The current value of the pension is $16,079.31, with the marital share attributable to Ben Mismash being $8,039.65. The parties agree that Ben Mismash's portion of Leslie Mismash's pension shall be offset against the amount otherwise owed to Leslie Mismash for retirement account equalization. Accordingly, the amount owed by Ben Mismash to Leslie Mismash shall be reduced by $8,039.65.**

**Upon cancellation of the pension in December 2026, Leslie Mismash shall retain one hundred percent (100%) of the remaining funds or proceeds associated with the pension, and Ben Mismash shall have no further claim, interest, or entitlement to any portion of the pension.**

**Benjamin Mismash should prepare the Qualified Domestics Relations Order (QDRO) for this plan within 60 days after the divorce decree is entered.**

**Retirement money - pensions**

55. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

56. In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **none**
Plan Name: **Intermountain Health Pension**
Plan Administrator: **Intermountain Health**
Company Name: **Intermountain Health**
Address: **999999**
Date Opened: **Mar 15, 2005**
Plan Value: **$16079**
This plan is in the name of: **Leslie Mismash**
Divide as follows: **The parties acknowledge that Leslie Mismash has a pension account that is scheduled to be cancelled in December 2026. The current value of the pension is $16,079.31, with the marital share attributable to Ben Mismash being $8,039.65. The parties agree that Ben Mismash's portion of Leslie Mismash's pension shall be offset against the amount otherwise owed to Leslie Mismash for retirement account equalization.**

**Accordingly, the amount owed by Ben Mismash to Leslie Mismash shall be reduced by $8,039.65. Upon cancellation of the pension in December 2026, Leslie Mismash shall retain one hundred percent (100%) of the remaining funds or proceeds associated with the pension, and Ben Mismash shall have no further claim, interest, or entitlement to any portion of the pension.**

**Leslie Mismash should prepare the Qualified Domestics Relations Order (QDRO) for this plan within 60 days after the divorce decree is entered.**

## Additional provisions

57. The parties will adhere to the following additional provisions:

a.

**Business**

**Both parties waive any current or future claims to any business either party may be associated with, either now or the future.**

b.

**Extra-Curricular Expenses**

**The parties agree to share all extracurricular expenses for the children with Leslie Mismash paying 25% of the expenses and Ben Mismash paying 75% of the expenses, as long as there is prior and mutual consent of both parties. These expenses include, but are not limited to, reasonable and customary costs for sports lessons and equipment, dance, music lessons, and similar activities.**

**If mutual consent is not obtained, the parent incurring the expense will be solely responsible for it and acknowledges any activity that interferes with the non-consenting parent shall be made up within the month the time was lost to the other parent.**

**Reimbursement for any expenses paid by either parent shall be made within 7 days of receiving proof of payment.**

**Customary Non-Elective Expenses and Extraordinary Expenses**

**The parties agree to share all customary non-elective expenses for the children equally as long as the expense has been discussed with the other parent and each deem the expense necessary. These expenses include, but are not limited to, cell phone service and equipment, driver's education, car insurance, vehicle registration and maintenance for vehicles used by the children, school registration fees, and fees for testing or tutoring.**

**Reimbursement for any expenses paid by either parent shall be made within 7 days of receiving proof of payment.**

c.

**Financial Summary**

**These estimates are as of 8/4/2026.Parties will obtain account values on retirement and cash value of insurance and outstanding balances on Leslie Mismash credit card, 1st mortgage and HELOC as of the date the divorce is final to determine the accurate amounts of payout for equity and insurance cash value, credit card debt and retirement account(s) equalization.**

**Ben Mismash will owe Leslie Mismash (approximately) - Equity $211,002.95**

**Insurance CV $ 15,000.00 Retirement equalization $113,089.66 $339,092.61 Ben Mismash will transfer $11,500 of Leslie Mismash credit card balance to a card in his name only, which covers ½ of the marital debt between the parties.**

## Duty to sign documents

58. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

October 13, 2026
Date

Signature ▶ A. Chelsea

Judge KOCH

Date

Signature ▶

Commissioner

Approved as to Form.

Other Party Signature ▶

Other Party Name: Benjamin Mismash

## Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.
Name: **Ben Mismash**
Method of service: **Hand Delivery**
Address: **11146 S Susan Dr, Sandy, Salt Lake, Utah 84092**
Date of Service: **Sep 28, 2026**

09/21/2026
Date

Signature ▶ Leslie Mismash

Printed Name: Leslie Mismash