The Order of the Court is stated below:
Dated: October 15, 2026 12:07:47 AM **/s/** CHARLES A. STORMONT
District Court Judge

SUSAN MORANDY, 61002
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Licensed Paralegal Practitioner for Candice Swartwood

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

In the Matter of the Marriage of: CANDICE LYNN SWARTWOOD, Petitioner, and ALEXANDER JOHN SWARTWOOD, Respondent.	DECREE OF DIVORCE Civil No. 264904523 Judge: Charles Stormont Commissioner: Joanna Sagers

This matter having come before the Court absent a hearing, Candice Lynn Swartwood, ("Candice") and Alexander John Swartwood ("Alexander") having executed and filed a written Stipulation and Settlement Agreement ("Stipulation") filed with the Court on August 28, 2026, 2026, the Court having reviewed the records and files herein and being fully advised in the premises, and having entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore: **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**, as follows:

1. Dissolution of Marriage. Each of the parties are awarded a Decree of Divorce from the other upon the grounds of irreconcilable differences, and the marriage between the parties is hereby dissolved, and the parties are hereby freed and absolutely released from the bonds of matrimony.

2. Minor Children. There have been two minor children born as issue of this marriage, to wit:

a. S.A.S. born April 2019

b. A.D.S. born August 2021

c. Custody: Candice shall be awarded sole legal and sole physical custody, subject to Alexander's rights to parent time as set forth below.

PARENTING PLAN

3. Parent Time: Alexander shall be awarded parent time pursuant to Utah Code Ann. §81-9-302.

4. Holiday Schedule. The parties shall follow the Holiday Schedule set forth in Utah Code Ann. §81-9-302. Alexander shall be designated as the non-custodial parent. Pursuant to Utah Code Ann. §81-9-302(4), each parent shall provide notification to the other parent of the parent's plans for the exercise of parent-time for summer break, as follows:

a. In odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1; and the custodial parent shall provide notice to the noncustodial parent by May 15;

b. In even-numbered years the custodial parent shall provide notice to the noncustodial parent by May 1; and the noncustodial parent shall provide notice to the custodial parent by May 15.

c. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

d. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

e. If a custodial parent intends to interrupt a noncustodial parent's parent-time the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

5. Overnights During Alexander's overnight parent time, Alexander shall remain in the home/residence with the children and shall not leave the children with surrogate care providers unless the parties agree in advance.

6. Parent-Time Priority. If a parent-time schedule conflict arises as a result of holiday or extended parent-time the following order of precedence shall be applied when determining which parent is entitled to parent-time:

a. The holiday schedule for Mother's Day or Father's Day;

b. The holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time or holiday time and takes the child away from the parent's residence during the uninterrupted extended parent-time;

c. The holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;

d. Extended summer parent-time; and

e. The regular schedule for weekday or weekend parent-time.

7. Education Plan. The children will attend school based on Candice's residence.

8. Transportation. All parent time exchanges shall be as the parties agree with the parent beginning parent time to pick up the children from the other parent's residence. Both parents shall be polite and cordial and behave maturely during all parent time exchanges. Each party shall be responsible for their own costs associated with transporting the children for parent time purposes, without reimbursement from the other parent.

9. Decision Making. Candice shall have all final decision making authority for the minor children. 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.

10. Communication. The parties shall be freely able to communicate with one another regarding the minor children's physical, emotional, psychological, educational, and financial needs of the minor children. The parties shall use text and email for all communications. All messages are to be acknowledged and responded to within 24 hours. All communication must be between the parties only and not third parties. All communication must be civil. The children shall be allowed to contact the other parent whenever they desire, without interference or restriction by a parent. The parties shall be allowed to contact the child whenever the child is with the other parent. Any such contact shall be at a reasonable time and for a reasonable duration not to exceed 10 minutes.

11. Travel. If a parent will be travelling with the children for more than 1 day, the traveling parent will notify the other parent at least 10 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 5 days in advance. In case of

emergency, the parent will provide as much notice as possible.

12. Relocation. If either parent moves more than 150 miles from their current residences, the moving parent shall be responsible for all parent time transportation expenses. If either parent moves more than 50 miles from their current residences, then Utah Code 81-9-209 shall apply.

13. Parent-Time Respect. Both parents shall be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment, but not unreasonably refuse.

14. Both parents shall give special consideration to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedules.

15. School Functions and Extracurricular Activities. The parties shall equally share all extracurricular activities of the children, so long as the activities are agreed upon in advance and in writing. The parties shall keep each other informed as to the minor children's extracurricular activities. Neither parent shall register the children for activities that occur during the other parent's parent-time without the express written permission of the other parent. Once the parents have agreed upon an activity, both parents shall encourage and facilitate the children's attendance of that activity through completion.

16. Both parents and their significant others shall be allowed to attend an activity, no matter whose parent time during which the activity occurs. If either parent is unable to take the children

to an activity during their parent time, the other parent shall be allowed to do so to ensure the children do not miss out.

17. In the event the parents cannot agree on an activity, then either parent may still enroll the child in that activity, however, they shall individually be responsible for the entire cost, and such activity shall not interfere with the other parent's parent time. Neither parent shall unreasonably withhold agreeing to an activity.

18. School Fees. The parties shall divide all registration fees, uniforms, lab fees, books, and other required school costs and fees equally. This provision does not include private school tuition.

19. Respect and Cooperation. Both parents shall support each other in their respective parenting roles and encourage a positive relationship between the minor children and the other parent and encourage third parties to do the same. The parties shall respect the minor children's right to have a meaningful bond with each parent, stepparents, and other relatives.

20. Both parents shall recognize that the best interest of the minor children requires them to cooperate and treat each other with dignity and respect, especially in the presence of the minor children.

21. Both parents shall share information on any condition, problem, significant fact, or circumstance, which may affect the other parent's relationship with the minor children or the well-being of the minor children.

22. The parties shall build a co-parenting relationship filled with trust and respect.

23. Additional Parenting Responsibilities, Expectations or Commitments. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party

to do what they themselves are prohibited from doing under this section 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.

a. Both parents shall be mutually restrained from disparaging the other in the presence of the minor children or on social media and shall prevent third parties from doing the same.

b. Both parents shall be mutually restrained from harming or threatening harm to the other party and shall prevent third parties from doing the same.

c. Both parents shall be mutually restrained from discussing the case, child support, or other adult topics with, within earshot or in the presence of the minor children and shall prevent third parties from doing the same.

d. Both parents shall be mutually restrained from excessively drinking alcohol or using illegal drugs or taking prescription medications for other than their intended use, during or immediately prior to exercising parent-time.

e. The parties shall be restrained from driving with the children if they have had any alcohol, illegal drugs or taken prescription medication that may cause drowsiness.

f. Both parents shall keep the other apprised of their current address, telephone number, and email address at all times.

END OF PARENTING PLAN

24. Child Support. During this marriage, Candice has been a stay at home mother and is currently unemployed. Candice shall be imputed minimum wage income of $1,260 per month for child support calculation purposes.

25. Alexander is fully employed and earns $18,333 per month.

26. Pursuant to Utah Code §81-6-206. Alexander shall be ordered to pay child support to Candice commencing August 1, 2026 in the sum of $2,318 per month as base support for the minor children pursuant to the Uniform Child Support Guidelines and based on a Sole Custody Worksheet until said children become 18 years of age or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

27. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

28. All child support payments shall be made directly to Candice via direct deposit or through the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Any Office of Recovery Service fee shall be paid by Alexander.

29. When a child becomes 18 years of age or has graduated from high school during the

child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support, unless otherwise provided in the order. The parties shall exchange current income verification for the purpose of adjusting the support at that time.

30. Under Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

31. Under Utah Code §81-6-202(8), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to

modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

32. Child Care. The parties shall be equally responsible for any childcare expenses incurred for employment or educational purposes, pursuant to Utah Code Ann. §81-6-209.

a. The parent who incurs agreed upon child care expenses shall provide written verification of the cost to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

b. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

33. Health Insurance. Pursuant to U.C.A. §81-6-208, the parent(s) shall provide health care coverage, as defined by Utah Code §81-6-101(14) for the medical expenses of the dependent children. Alexander shall maintain medical, hospital, and dental care insurance for the dependent children so long as it is available at a reasonable cost. Alexander's insurance shall be considered primary insurance and Candice's insurance shall be considered secondary insurance. The parties agree that Alexander shall keep the children covered on his insurance policy so long as he is able to for a reasonable cost until the children are no longer eligible to be covered under his medical insurance policy.

a. Alexander shall be solely responsible for all out-of-pocket costs of the insurance

premiums for the children’s portion of insurance.

b. Both parties shall share equally all reasonable and necessary uninsured medical, dental, orthodontic, and optical expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

c. 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, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. 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 plan of Alexander shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of

Candice 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 but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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.

h. If both parents carry medical insurance for the minor children, neither party is responsible to reimburse the other party for the children's portion of the medical insurance premium.

34. Financial Accounts. During the course of this marriage, the parties acquired an interest in certain checking, savings, and investment accounts. The parties shall divide the accounts as follows:

a. The parties shall each be awarded one-half of all checking, savings, and investment accounts, including all Chase checking and savings accounts, the Built account, and the Well Front account, as of the date of entry of the Decree of Divorce. Upon the division of these accounts, the parties will cooperate in closing the accounts, or remove Candice's name within 30 days of entry of the Decree of Divorce. Alexander shall be fully responsible for any negative balances and fees associated with any negative balances, if any, incurred on these accounts.

b. The parties shall equally divide the Schwaab NQ account. Neither party shall withdraw or transfer any money from this account unless both parties agree in advance and in writing.

c. Each party shall be awarded all accounts acquired after entry of this Decree of Divorce and held in their separate name.

d. Retirement Accounts. During the course of this marriage, the parties acquired interests in certain IRA and Roth IRA retirement accounts, including a Chase IRA, Fidelity IRA and Roth

IRAs, a Schwaab IRA and Roth IRA, and ADP IRA and Roth IRA. All of these accounts shall be equally divided between the parties. The parties shall cooperate in signing any documents necessary to effect the transfer of these accounts as awarded herein, including the preparation of any Qualified Domestic Relations Order ("QDRO"), with each party to be responsible for one-half of any fees incurred for the preparation of any necessary QDROs.

35. Personal Property. During the course of the marriage, the parties acquired certain items of personal property which have been divided between the parties in an equitable manner and shall be awarded as already divided.

36. Household Furniture, Fixtures, Goods, and Items. During the course of this marriage the parties acquired household furniture, fixtures, goods and other household items which have been divided equitably between the parties and shall be awarded as already divided.

37. Vehicles. During the course of this marriage, the parties acquired certain vehicles which shall be awarded as follows:

a. Candice shall be awarded the 2019 Honda CR-V as her sole and separate property, free of all right, title, interest, and claim of Alexander. There are no known debt obligations associated with this vehicle. Candice shall be solely responsible for any expenses associated with this vehicle.

b. Alexander shall be awarded the 2026 Honda Civic vehicle as his sole and separate property, free of all right, title, interest, and claim of Candice. There are no known debt obligations associated with this vehicle. Alexander shall be solely responsible for any expenses associated with this vehicle.

38. Automobile Insurance. Each party shall obtain their own policies of automobile

insurance within 30 days of entry of the Decree of Divorce.

39. Debts and Obligations. During the course of this marriage, the parties incurred certain debts and obligations. Alexander shall be responsible for all credit card debt incurred during this marriage and hold Candice harmless thereon. The Chase Sapphire credit card shall be paid off from other marital assets, and then Candice shall be awarded the Chase Sapphire credit card. The parties shall cooperate in removing Alexander from the Chase Sapphire credit card and Candice's name from any other joint credit cards within 30 days of entry of the Decree of Divorce.

40. Property Settlement. Due to Alexander's gambling and dissipation of the marital estate, Candice shall be awarded $400,000 as a property settlement to resolve all issues in this divorce matter. Alexander shall be ordered to pay Candice this property settlement within 90 days of entry of the Decree of Divorce.

41. Notice to Creditors. Pursuant to Utah Code §81-9-406(3) the parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

42. Real Property. No real property was acquired during this matter.

43. Alimony. Candice is in need of financial support and Alexander has the ability to pay. Candice shall be awarded the amount of $5,000 per month as alimony for a period equal in length of the parties' marriage of 12 years. Alimony payments shall begin September 1, 2026, and terminate upon Candice's remarriage, cohabitation, the death of either party, or September 1, 2038. Alimony payments shall be due the 1st day of every month.

44. Tax Exemptions. The parties shall each claim one of the minor children as a dependent for income tax reporting purposes, with Alexander to claim S.A.S. and Candice to claim A.D.S.

each year so long as the children are eligible to be claimed as dependents. When only one child is eligible to be claimed, the parties shall alternate claiming the remaining child, with Alexander to claim the child the first year only one child is eligible to be claimed. If either party is unable to realize a benefit by claiming the exemption for the purpose of filing federal and state income tax returns the other party is entitled to claim that minor child as an exemption for the purpose of filing federal and state income tax returns for that year. Alexander must be current in all child support obligations as of December 31st of the tax year, in order to claim the minor child as an exemption for income tax purposes. The parties shall cooperate in signing whatever documents are necessary to effect the claiming of the minor children.

45. Taxes. The parties shall file individual tax returns for the 2026 tax year and each tax year thereafter.

46. Legal Fees. Each party shall pay their own attorney fees and costs incurred in this action.

47. Restraining Order. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other party at their place of residence, employment or any other place.

48. Execution of Documents. Candice and Alexander shall be ordered to execute and deliver to the other party any and all deeds, certificates of title, and bills of sale or other documents reasonable requested by the other party to transfer title to any property awarded to the requesting party by the Court.

49. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this Decree of Divorce. Should a party fail to execute a document within 60 days of the entry of this 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 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

END OF ORDER

In accordance with the Utah Court's electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner

APPROVED AS TO FORM AND CONTENT:

_____
Alexander John Swartwood, pro se
Dated: _____

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

ALEXANDER JOHN SWARTWOOD: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Candice Lynn Swartwood's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of September 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Alexander John Swartwood, *pro se*
ajswartwood1@gmail.com

/s/ Susan Morandy
SUSAN MORANDY
Licensed Paralegal Practitioner for
Candice Lynn Swartwood