The Order of the Court is stated below:
Dated: October 20, 2026 10:35:20 AM **/s/** ROBERT FAUST
District Court Judge

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

In the Matter of the Marriage of: LOREAL RENEE GIBB Petitioner, and ALDO FRANKLIN GIBB, Respondent.	**DECREE OF DIVORCE** Case No.: 264902198 Judge: Hon. Robert Faust Commissioner: Hon. Kim M. Luhn

The parties' divorce action is before the Court for final disposition based upon their written *Stipulation and Settlement Agreement* ("Stipulation"). LOREAL RENEE GIBB shall herein be referred to as "Loreal" or "Petitioner" or "Mother." ALDO FRANKLIN GIBB shall herein be referred to as "Aldo" or "Respondent" or "Father." The Court, having reviewed the record, the parties' *Stipulation and Settlement Agreement* ("Stipulation"), the *Findings of Fact and Conclusions of Law*, and the other required final documents, and being fully advised, hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. Incorporation of Stipulation: The parties' Stipulation is approved and incorporated into this *Decree of Divorce*. The provisions below are intended to implement the parties'

agreement. If an issue is addressed in the Stipulation but inadvertently omitted from this Decree, the Stipulation remains enforceable to the extent consistent with this Decree and applicable law.

2. Marriage: The parties married on August 21, 2019, in Salt Lake City, State of Utah. The parties separated on or about February 14, 2026.

3. Divorce and Grounds: The marriage between Petitioner and Respondent is hereby dissolved on the grounds of irreconcilable differences. The parties are restored to the status of unmarried persons effective upon entry of this *Decree of Divorce*.

4. Children: There are 2 minor children of this marriage: N.F.G. born January 2020 and S.A.G. born January 2022.

5. Legal Custody & Parenting Plan: The Mother will have sole legal custody over any child who has not started 1st grade. After a child reaches the normal and expected date to have started 1st grade, then both parties shall be awarded joint legal custody of the minor child and use the terms herein as a parenting plan and be bound to abide thereby.

6. Information Sharing: Both parties are entitled to direct access to all of the children's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the children (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the children so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the children. The parents will notify each other of any special

events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.

7. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. During periods until a child has reached the first day of school for 1st grade, the Mother will have final decision-making authority over a child but will communicate any major issues she is deciding with the Father so he can have input before the Mother makes a final decision. After a child has reached the first day of school for 1st grade, the parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education.

8. Dispute Resolution: If the parties disagree on a major decision regarding the children and the Mother no longer has final decision-making authority (because the child at issue has reached the age to start 1st grade), the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the parties will promptly submit the matter to mediation. If mediation does not resolve the issue, then either party may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.

9. Educational Plan: Both parents may have access to the children during school and authority to check the children out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor children in his/her care will be responsible for ensuring the minor children's

homework is complete and transporting the minor children to and from school on time. The children will continue to enroll in Northstar charter school (if continued enrollment is possible for the children). In the future, if the parties disagree on the school placement or registration, they will use the dispute resolution procedures outlined herein.

10. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

11. Communication between Parents: All communication between the parties shall be primarily via text, email or an agreed-upon parenting app. All communication between the parties shall be civil in nature and only pertaining to child-related issue.

12. Communication with Children: Communication between a parent and the children (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored. If the children are not available when a parent calls, then the party with parent time will initiate or have the children initiate return contact as soon as possible the same day, but not later than 24 hours. The children may initiate contact with either parent at any reasonable times and durations.

13. Travel: When the minor children are traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location. See Utah Code 81-9-202(19).

14. Other Parent Plan Items:

a. If and when the child is ill, the Mother shall have the option to have the child stay with her, and the Father will be automatically entitled to make up the days and overnights missed.

b. If either parent is traveling with the minor child, they will give each other sufficient advance notice so that they can confer with each other and attempt to be in alignment with their youngest child's medical care while traveling including considering the doctor's recommendations in light of the travel.

c. Neither parent will allow the children to have overnight sleepovers at a friend's home, unless both parents agree otherwise.

d. Neither parent will allow the child to have social media accounts or engage in social media before age 18, unless both parents agree otherwise.

15. Physical Custody: Initially, and for a period of 6 months of the date of the entry of decree in this matter, the Mother is awarded primary physical custody of the minor children, subject to parent time with the Father as the parties may agree, and if they are unable to agree, parent time will be pursuant to Utah Code 81-9-302. Because of the rotating schedule of the Father's employment, the parties agree to schedule the Father's parent time on the days he is off work. After a period of 6 months of the date of the entry of decree in this matter, and if the parties are unable to agree otherwise, parent time will be pursuant to Utah Code 81-9-303, with the continued agreement to schedule the Father's parent time on the days he is off work. The

Court finds that the legal custody, physical custody, parent-time, and parenting-plan arrangements agreed upon by the parties are in the best interests of the minor children.

16. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-302 for the first 6 months after the entry of the decree, and Utah Code 81-9-303 thereafter as summarized by the following 2 tables. If there are differences in the table below and the statutory holidays—as they are amended from time to time—then the updated statutory terms apply.

Utah Code 81-9-302

Holiday	**Holiday Time Period** Utah Code 81-9-302	**DAD**	**MOM**
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years

Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mom every year	Mom every year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Dad every year	Dad every year
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 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: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

Utah Code 81-9-303

Holiday	**Holiday Time Period** Utah Code 81-9-303	**DAD**	**MOM**

Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mom Every Year	Mom Every Year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Dad Every	Dad Every

		Year	Year
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years

Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

17. Summer Parent Time: Extended parent time during the summer will be pursuant to Utah Code 81-9-303, with the continued agreement to schedule the Father's parent time on the

days he is off work. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and

b. Priority in even-numbered years: the Father shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.

c. Failure to Timely Comply: 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. First to Comply has Priority: 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.

18. Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or parent-to-parent if school is not in session by the receiving parent. The “receiving parent” is the parent who is beginning parent time.

19. Romantic Guests: Neither party will have a person who is not their spouse and with whom they are romantically involved stay overnight when the children are present.

20. Moves: The parties anticipate having joint physical custody. Absent a written agreement of the parties, a parent desiring to relocate the children to a distance that makes joint

physical custody unworkable or impractical shall comply with any applicable requirements of Utah Code § 81-9-209 and seek appropriate modification of custody and parent time.

21. Mutual Restraining Orders:

a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor children. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.

b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor children.

c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the children.

d. Not Use Children as Messengers: The parties will not use the children to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will communicate such issues directly with one another and outside the presence and hearing of the children.

e. Undue Influence: Both parties are restrained from attempting to influence the children's preference regarding custody or parent time.

f. Interrogation: Neither parent shall question, interrogate or "pump," the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money.

g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the children.

h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.

i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the children.

j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

22. Child Support: The Mother is not employed but agrees to be imputed to $2,600 per month for child support purposes. The Father is employed, and the parties agree that his regular and anticipated overtime will be approximately $10,000 per month. Effective September 1, 2026, and during the initial parent-time arrangement set forth in Paragraph 15 regarding Physical Custody, child support is awarded to the Mother from the Father in the amount of $1,981 per month pursuant to the child support guidelines consistent with parent-time under Utah Code § 81-9-302, using the gross monthly incomes reflected in the Sole Physical Custody Child Support Worksheet of $1,257 for Mother and $13,750 for Father. Effective on the first day of the month following the Father's commencement of parent-time under Utah Code § 81-9-303, as provided in Paragraph 15 regarding Physical Custody, child support is awarded to the Mother

from the Father in the amount of $1,195 per month pursuant to the child support guidelines, using gross monthly income of $2,600 for Mother and $10,000 for Father. Child support is due one-half by the 5th and one-half by the 20th of each month. Child support shall be subject to income withholding in accordance with Title 26B, Chapter 9, Parts 3 and 4, unless otherwise ordered as permitted by law. Either parent may seek adjustment or modification of child support as provided by Utah Code § 81-6-212.

23. Child Support Arrearages: The parties agree that there is no past due child support or alimony prior to September 1, 2026, and this issue was considered in the Global Property Settlement payments herein.

24. Childcare: Utah Code 81-6-209 shall apply and order the equal division of work-related childcare expenses. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent within 30 calendar days and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. The parties shall discuss and agree to all childcare providers. If the parties cannot agree to childcare providers, then either party can raise the issue with the court by motion under Rule 101. If or when a party uses family members to provide childcare (whether by mutual agreement or a court order), that party will not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs.

The parties will share the contact information of all childcare providers with the other parent and share the contact information of both parents with the childcare provider.

25. First Right: Each parent will have the first right to provide care for the children over any other third party if the parent responsible for the children is not available for a period of 8 hours or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the children when the other becomes available. This provision is not intended to prevent the minor children from attending occasional overnight with a grandparent, camps, playdates, or other reasonable activities for the child when the parent exercising parent time is otherwise available.

26. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor children if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost shall do so. Upon the entry of the decree in this matter, each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the children's portion of insurance. See Utah Code 81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Father shall be primary, and the coverage of the Mother will be secondary.

27. Medical Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the children, including deductibles and copayments. A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the

payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

28. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent may request that the provider create separate accounts for each party to pay their respective half of the costs separately. *See* Utah Code 15-4-6.7.

29. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. 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, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the children attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the children attend during his or her parent time.

30. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor children incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days

of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

31. Divorce Education Classes: The parties have completed the mandatory divorce education courses required by Utah law, and their certificates of completion have been filed with the Court.

32. Taxes: Any tax refunds received for the 2025 tax year were considered in the Global Property Settlement payments herein. The parties shall file separate tax returns for the 2026 tax year, and thereafter.

a. Beginning for the 2026 tax year, each party will claim one child on his/her tax returns each tax year. When only one child is eligible to be claimed for a particular tax year, the Father will claim the eligible child on his tax returns for the even-numbered tax years; and the Mother will claim the eligible child on her returns for the odd-numbered tax years.

b. A party's right to claim any children on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

33. Alimony: Effective September 1, 2026, Aldo shall pay Loreal alimony equal to the home mortgage/escrow payment each month for a period of 6 months, and he will pay this directly to the mortgage holder/creditor. Effective March 1, 2027, Aldo shall pay Loreal alimony

of $1,100 each month. Alimony support shall be paid one-half by the 5th and one-half by the 20th of each month. Alimony shall automatically and permanently terminate (1) after alimony has been paid for a total of 48 months, (2) upon the remarriage of Loreal, (3) upon the cohabitation of Loreal with another person, or (4) upon the death of either party, whichever occurs first.

34. Real Property: Prior to the marriage of the parties, Aldo owned a home and real property located at 3313 W. Chatel Drive, Riverton, Utah 84065 (the "Property"). A portion of the current equity of this Property is marital equity and a portion is Aldo's premarital equity. This Property is awarded solely to Aldo, subject to the following subparagraphs and the Global Property Settlement paragraph below.

a. Loreal's Equity Calculation: The amount of equity in the home Property due to Loreal shall be calculated as follows:

(1) The parties will pay for 2 appraisals one-half each by September 9, 2026—one to appraise the value of the home as of April 30, 2026, and another for the value of the home as of the marriage date. The appraisals shall be completed and distributed to both parties by September 25, 2026.

(2) "Aldo's premarital equity" shall be the appraised value of the property as of the marriage date, less $216,224.

(3) The "current equity" shall be the appraised value equity in the residence as of April 30, 2026, less the mortgage balance of $113,665.

(4) The “marital equity” shall be the current equity less Aldo’s premarital equity.

(5) “Loreal’s equity” shall be one-half of the marital equity.

b. Temporary Use and Possession: For a temporary period of 6 months from the date of this agreement, Loreal shall have exclusive use and possession of the real property and will be responsible for any and all other expenses related to this property and shall be responsible for its maintenance and upkeep until she moves out. This means that she will be responsible for any damages during her sole occupancy of the residence while Aldo has not been living there—including but not limited to damage by pets, to appliances, and the home or land—beyond normal wear and tear. When Aldo makes any payments on the utilities during this period, he will deduct such from his child support payments for the next month, and he will provide notice of the utilities paid and the amount paid before deducting these payments for utilities from his support.

35. Vehicles:

a. Loreal is awarded the 2017 Toyota Camry along with any associated insurance and expenses relating thereto.

b. Aldo is awarded the 2006 Mitsubishi Lancer along with any associated insurance and expenses relating thereto.

c. Aldo is also awarded his premarital vehicles: 2004 Dodge Ram, 2017 Look Trailer, 1989 Nissan Hard Body, 1986 Ford Ranger, 2004 Suzuki, 2017 Arctic Cat, and 1998 Kia Sephia. Aldo shall be solely responsible for any associated insurance and expenses relating to these separate/premarital vehicles.

36. Piggy Bank Cash: Aldo was gifted piggy banks from his mother with an approximate value of $10,000 which were left in the home when Aldo moved out of the residence in February 2026. These funds have been spent by or are awarded to Loreal. The value of the piggy banks was taken into consideration in the Global Property Settlement payments herein.

37. Silver: Any and all silver that was left in the home safe is awarded to Loreal (some or all of which may have already been liquidated by Loreal). The potential value of the silver was taken into consideration in the Global Property Settlement payments herein.

38. Personal Property: Each party is awarded any premarital personal property and any personal property acquired after separation. All other personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree. Within 14 days of the date of this agreement, Aldo will be entitled to walk through the residence to take photos and/or

compile a list of personal property at the marital residence so the parties can begin a discussion on how the marital personal property is to be divided. If the parties are unable to agree to a property division within 60 days of this agreement of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance.

39. Bank Accounts:

a. Aldo is awarded the following bank accounts with their current balances:

(1) MACU **0015

(2) Jordan CU (Aldo's Mom's Funds)

(3) MACU **0729

(4) MACU (Kids accounts)

(5) MACU **2403

(6) MACU **7153

(7) MACU **9244

(8) Wells Fargo account ($0 balance)

(9) Charles Schwab **9000 (premarital)

(10) Any other account in his name.

b. Loreal is awarded the following bank accounts with their current balances:

(1) MACU **1155

(2) MACU 3628

(3) Loreal’s Acorns app account.

(4) Any other accounts in her name.

c. The differences in values and balances of these accounts and whether an account is marital or separate in nature were taken into consideration in the Global Property Settlement payments herein.

40. Debts: There are no known debts incurred in the parties' joint name. The debts not otherwise assigned herein will be paid as indicated in the following table. Each party will hold the other harmless on the debts ordered to be paid by him or her. The differences in debts distribution were taken into consideration in the Global Property Settlement payments herein. When this agreement is signed, Loreal will immediately cease making any charges on credit cards or debts in Aldo's name.

Creditor:	*In Whose Name:*	*Approximate Balance:*	*To Be Paid by:*
MACU credit card	Aldo	$14,683	Aldo 100%
AFCU credit card	Aldo	$12,961	Aldo 100%
Maria Gibb (used to payoff Costco)	Aldo	$15,000	Aldo 100%
Any other debt in Aldo's name	Aldo	Unknown	Aldo 100%
Any other debt in Loreal's name	Loreal	Unknown	Loreal 100%

41. Stocks: The parties acquired approximately 579 shares of Rio Tinto stock in Aldo's profit-sharing plan through his employment. These shares are awarded to Aldo. The potential marital portion of these shares was taken into consideration in the Global Property Settlement payments herein.

42. Pension: Aldo has accrued a small pension benefit during the marriage through his current employer. Aldo is awarded the pension benefit, free and clear of any claim of Loreal. The potential value of the marital portion of this pension was taken into consideration in the Global Property Settlement payments herein.

43. 401k Account: Aldo has a 401k retirement account with Empower through his current employer. The parties agree that Loreal, as the alternate payee, will receive a sum equal to and consistent with the Global Property Settlement payment outlined in the next paragraph. Once the parties have an agreement of the fixed amount to be paid to Loreal using the previous sentence, then the parties shall cause to be prepared a Qualified Domestic Relations Order(s) ("QDROs"), to divide such plans or accounts. The parties will use counsel for Loreal or another agreeable qualified preparer to prepare the QDRO.

44. Global Property Settlement: The parties agree that Aldo will pay Loreal three payments to settle all past support, property and debt issues in this matter.

a. Aldo will pay Loreal an initial payment of $25,000 in cash within 7 days of the signing of this agreement.

b. Aldo will pay Loreal a second payment of $27,162 within six months of signing the agreement. Together with the initial $25,000 payment, these two payments total $52,162, consisting of $50,000 in property settlement and $2,162 in support arrearages.

c. Aldo will make a third payment from his Empower 401k through a QDRO as outlined in the previous paragraph of $24,456 plus Loreal's equity (calculated under 34.a. above). The third payment will be paid in the form of pretax retirement funds in Aldo's Empower 401k funds transferred via a QDRO to Loreal as the alternate payee.

45. Cell phone and vehicle insurance. Loreal will remove and obtain her own cell phone and vehicle insurance after the receipt of the anticipated first Global Property Settlement payment of $25,000 and by the end of September 2026.

46. Former Name: Loreal shall be granted the right to change her name to “Loreal Renee Kimball,” if she so desires.

47. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

48. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

49. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

50. Disclosures: The parties acknowledge that there has been only a limited exchange of documents in this matter and that this agreement is based upon the information voluntarily supplied by the parties. Each party warrants to the other that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities in his or her financial declarations or supplements thereto. If any undisclosed income or assets in existence as of the date of this agreement are discovered after this agreement, discovery and the disposition of such is reserved.

51. Waiver of Discovery, Trial and Acceptability. For all fully resolved issues herein, the parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understand that the mediator is not giving legal, tax, or asset valuation advice to either party but is a neutral facilitator only. The

parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

52. Fair Settlement Disclosure: Both parties were cautioned about signing this agreement after such a long mediation session by both his or her own attorney and by the mediator. The parties were advised that they have options other than signing this agreement at this time. Nevertheless, both sides were able to take breaks, consult with legal counsel and otherwise think clearly and reasonably about whether to conclude this matter by signing this lengthy stipulation and settlement agreement or not signing this agreement. Both parties affirm that they are entering this agreement knowing that they have option to sign or not sign. Knowing these options and after consultation with his or her own attorney, both parties agree that the terms herein are fair and reasonable; they agree to these terms voluntarily and of his or her own free will; and each does so free from any undue influence, threat, or duress.

53. Miscellaneous Provisions: The parties agreed that the temporary provision concerning liquidation or distribution of retirement funds for temporary attorney fees and costs will not be acted upon and is superseded and rendered null and void by the parties' Global Property Settlement.

54. Procedure: Petitioner previously filed an objection to the Commissioner's recommendation pursuant to Rule 108. The parties' Stipulation provided that Mother's Rule 108 objection would be withdrawn, although the Stipulation incorrectly identified Father as the objecting party. The objection was not withdrawn before the Court entered its September 16, 2026 ruling denying the objection.

55. Enforcement: The Court retains jurisdiction to enforce this *Decree of Divorce*, enter any QDRO or other implementing order, resolve any issue expressly reserved, and grant other relief permitted by law.

*****End of Order*****

The Court's electronic signature and seal appear at the top of the first page.

DATED this 16th October, 2026

HARWARD & HAWES, PLLC
/s/ Geniel M. Ashcraft
Geniel M. Ashcraft
Attorney for the Respondent

APPROVED AS TO FORM:

DATED: October 15, 2026

/s/ Christian Austin
Christian Austin
Attorney for Petitioner
(Signed electronically by Geniel M. Ashcraft with permission via email on October 15, 2026.)

CERTIFICATE OF SERVICE

I do hereby affirm and attest that on September 22, 2026, I caused a true and correct copy of the attached *Decree of Divorce* to be served upon the following via the individual's email address and on October 16, 2026 via the Court's electronic filing system:

Christian Austin
Tycksen & Shattuck, L.C.
Attorney for Petitioner
christian@tyshlaw.com

/s/Geniel M. Ashcraft
Geniel M. Ashcraft