The Order of the Court is stated below:
Dated: October 28, 2026 09:17:45 PM **/s/** TERESA WELCH
District Court Judge

KATRINA REDD (17691)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
katrina.r@brownfamilylaw.com

Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE OF NIKKI NANCE, Petitioner, & RICHARD NANCE, Respondent.	**DECREE OF DIVORCE** Case No. 244906170 Judge Teresa Welch Commissioner Russell Minas

Petitioner, Nikki Nance, through her attorney, Katrina Redd, and Respondent, Richard Nance, through his attorney, Brittany Skinner, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on August 17, 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

2. **Residency.** Petitioner and Respondent are both bona fide residents of Salt Lake County, State of Utah, and have been for more than three months immediately prior to the filing of this action.

3. **Filing Fee.** Nikki has paid the required filing fee.

4. **Marriage of the Parties**. The parties were married in Taylorsville, Utah on February 6, 2015.

5. **Child**. There is one minor child between the parties, namely, C.R.N. born in October of 2015.

6. Pursuant to Utah Rule of Civil Procedure 100(a), there are proceedings involving custody, criminal, protective orders, or delinquency involving the parties but not the above-named minor child in juvenile court or any other venue, as follows:

a. On September 19, 2024, the Third Judicial District Court entered a Protective Order against Father in Case No. 244904884. The civil provisions of that order have expired.

b. In addition, on March 17, 2025, the Third Judicial District Court entered a Continuous Protective Order against Father in Case Nos. 241911908, 241911911, and 241911978.

7. **Education Requirements**- Both parties have completed the education requirements.

8. **Waiver of Right to Trial**: This case has come before this Court for a final Decree of Divorce. The Court has taken all testimony needed to enter the final Decree, or the Court has determined testimony is not needed to enter the final Decree, and both parties having waived their right to proceed to trial and having jointly requested the Court to enter the following orders:

9. **Jurisdiction**: This Court has jurisdiction over the parties under the law, the provisions of the Final Stipulation for Decree of Divorce are fair and reasonable under the circumstances and the division of property and debt is fair and equitable under the circumstances.

10. **Ninety (90) Day Requirement**. The jurisdictional requirements for dissolution of marriage have been met. At the time this action was filed, Nikki was domiciled in the State of Utah, Salt Lake County and had resided there for at least 3 months.

11. **Mandatory Cooling off Period.** The Petition for Divorce was filed on March 4, 2025, and pursuant to the 30-day statutory cooling off period required by Utah Code § 81-4-402 this Court can sign this Decree any time after April 3, 2025.

12. Irretrievably Broken. As required by Utah Code § 81-4-405 the parties agree that the marriage is irretrievably broken, and a mutual Decree of Divorce shall be issued based on the grounds of irreconcilable difference.

13. Legal Custody. Each of the parties being fit and proper persons, the parties shall have joint legal custody of the minor child.

a. The parties shall discuss all major decisions concerning the child including his health, education, and general welfare, daycare, medical and dental treatment, and therapy.

b. To accomplish this, the parties shall use the following decision-making procedure: (1) Identify the issue; (2) Discuss possible solutions; (3) Consult with any applicable and available experts; and (4) Choose the most sensible solution that considers the needs and interests of everyone involved.

c. If the parties reach an impasse after this decision-making process, Mother may make a decision, which she shall communicate to Father in writing. The decision shall be stayed for fourteen (14) days following Mother’s written notice to Father. If Father objects to the decision, he may seek Court intervention by making a filing with the Court. If Father makes such a filing, the decision shall be stayed pending agreement of the parties or order of the Court.

d. While the parties are awaiting the Court's decision, they may attend mediation to resolve the issue.

14. Physical Custody and Parent Time. The parties are awarded joint custody of the minor child, with parent time being as the parties may agree. If the parties cannot agree, parent time shall be pursuant to Utah Code Ann. §81-9-302, modified as follows:

a. Ramp-Up Period. For a period of forty-five (45) days following execution of the Stipulation executed on June 24, 2025, Father's parent time shall be as follows:

i. Father's parent time shall not include any overnight visits during this ramp-up phase.

ii. Father shall have the minor child every other weekend, from Friday at the end of the school day or at 9:00 a.m. if school is not in session and Father is able to exercise personal care for the child, until Sunday night at 7:00 p.m.

iii. During this period, all of Father's visits shall be day visits with the minor child. He shall return the minor child to Mother by 8:30 p.m. each evening (other than Sundays as set forth above).

iv. Father shall also have a mid-week visit with the minor child, every Wednesday from 5:30 p.m. or the end of the school day, if school is in session, until 8:30 p.m.

b. Therapy. The parties agree that the minor child shall receive therapy. To the extent permitted or requested by the therapist, Father and Mother shall participate in this therapy, as follows:

i. Within fourteen (14) days of the Stipulation executed on June 24, 2025, Mother shall provide to Father, through counsel, a list of not fewer than three (3) licensed therapists.

ii. Within seven (7) days of Father's receipt of Mother's list, Father shall select and engage one of the listed therapists.

iii. Father agrees that he shall participate in five sessions of therapy, to the extent that the therapist allows and/or requests such participation. If Father fails or refuses to participate in five sessions allowed or requested by the therapist, and such failure or refusal extends past December 31, 2025, Father's parent time shall return to that set forth in Paragraph 14(a) until he completes his obligation set forth herein.

iv. The parties shall equally share all out-of-pocket costs for this therapy. If a party misses an appointment, and a missed appointment charge is applied, the party missing the appointment shall be solely responsible for payment of that charge.

c. During the School Year. Following the Ramp-Up period set forth in Paragraph 14(a), Father's parent time during the school year shall be pursuant to Utah Code Ann. §81-9-302, as follows:

i. Father shall have the minor child every other weekend, from Friday at the end of the school day or at 9:00 a.m. if school is not in session and Father is able to exercise personal care for the child, until Sunday night at 7:00 p.m.

ii. Father shall also have a mid-week visit with the minor child, every Wednesday from 5:30 p.m. or the end of the school day, if school is in session, until 8:30 p.m.

d. During the Summer Months. During the minor child's summer break from school, Father's parent time shall be pursuant to Utah Code Ann. §81-9-303, as follows:

i. Father shall have the minor child every other weekend, from Friday at 9:00 a.m. until Monday at 9:00 a.m.

ii. Father shall also have a mid-week overnight visit with the minor child, every Thursday from 9:00 a.m. until Friday at 9:00 a.m.

iii. This provision shall apply beginning during Summer 2026.

15. Transportation. Exchanges shall be as the parties agree. If the parties cannot agree, the following shall apply:

a. The receiving parent shall pick up the minor child for all visits.

b. Exchanges where Father is picking up the minor child shall be at the Taylorsville Police Department. Father shall park his vehicle no closer than six (6) spaces away from Mother's vehicle. Father shall remain in his vehicle during the exchange.

c. Exchanges where Mother is picking up the minor child shall be curbside at Father's residence. Mother shall remain in her vehicle. Father shall remain in his apartment complex, moving no further than arm's length from the door of the apartment complex office. The child shall walk from the apartment complex to Mother's vehicle. If there is any violation of this procedure by Father, Mother may require Father to do exchanges at a police station of Father's choosing.

d. There shall be no verbal communication between the parties during any parent time exchange.

e. School-to-school exchanges shall be utilized when appropriate. If school-to-school exchanges are utilized, Father shall be obligated to return the child's school uniform to Mother.

f. A third party known to both parties and to the minor child may be utilized for exchanges as long as the receiving parent will be available for childcare by 7:00 p.m.

16. Holiday Parent Time. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be based upon Utah Code Ann §81-9-302, as set forth herein:

a. The parties have chosen to remove Juneteenth, Columbus Day and Veteran's Day from the awarded.

b. Holiday parent time shall take precedence over regular parent time, and both parties shall be restrained from interrupting the other's holiday parent time.

c. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

d. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. the holiday schedule for Mother's Day or Father's Day;

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

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

iv. extended parent-time; and

v. the schedule for weekday or weekend parent-time.

e. Unless the parties agree otherwise, holiday parent time shall be according to the following schedule:

Holiday	Holiday Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
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 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 child; (b) the time that school is	Even years	Odd years

	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.		
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 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.		All years
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.	All 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	Odd years	Even years

	session and the parent can be with the 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.		
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
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	Odd years	Even years

	dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.		
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 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 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. Summer parent time shall be as the parties agree. If the parties cannot agree, summer parent time shall be pursuant to Utah Code Ann §81-9-302 as follows:

a. Each parent shall be entitled to exercise up to two (2) consecutive weeks of uninterrupted summer extended parent time. In addition, Father shall be entitled to exercise up to two (2) consecutive weeks of interrupted summer extended parent time.

b. Each parent shall provide notice of their intended extended summer parent time. During odd-numbered years, Father shall provide notice of his intended extended summer parent time by May 1 and Mother shall provide notice of her intended extended summer parent time by May 15. During even-numbered years, Mother shall provide notice of her intended extended summer

parent time by May 1 and Father shall provide notice of his intended extended summer parent time by May 15.

c. If a parent fails to provide notice as set forth herein within the applicable time period, the non-complying parent shall lose their priority and the complying parent may schedule their extended summer parent time.

18. Virtual Parent Time. Each party may have reasonable, uncensored, and unmonitored phone contact with the child while he is with the other parent, including during any travel with the other parent. The child may call either parent at any time. Until the minor child is old enough for a mobile device, each party shall provide a platform on which the other party and the minor child can communicate. Both parties shall be supportive of virtual parent time with the other parent.

19. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. §81-9-202 unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

a. Both parties shall have access to the child's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully, so long as they do not violate the then current terms of any protective orders. If there is no protective order in place, the parties shall stay at least two arms'

length away. Each party shall schedule their own separate parent teacher conferences;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent. If the information is available on an official website, each parent shall be obligated to obtain such information directly from the school or health care provider;

c. The parties shall notify the other parent of major injury or illness as soon as reasonably possible involving the child;

d. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals. If the information is available on an official website, each parent shall be obligated to obtain such information directly from the school or health care provider;

e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor child;

f. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of the change;

g. The parent who has the child in his or her care may make minor day-to-day decisions regarding the child without having to consult with the other parent;

h. For emergency purposes, whenever the child travels with either parent overnight or longer, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location;

i. Before leaving the United States with the child, the parent taking the minor child will give the other parent at least thirty (30) days' notice and shall provide the complete itinerary required in Paragraph 19(h). The parties shall cooperate in obtaining a passport for the minor child and making that passport available to the traveling parent. When the child is not traveling with Father, Mother shall keep the passport;

j. Both parties shall ensure that the minor child attends school. Neither party shall withhold the child from school for travel or other non-illness reasons without the written permission of the other parent;

k. The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability;

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

m. The parties shall not put the child in the middle of disputes between the parents;

n. The minor child shall not be used as a messenger between the parents;

o. The parties shall maintain safe and appropriate sleeping and living accommodations for the child. The child shall have his own bed. If either party is in a one bedroom residence, the child shall sleep in the bed during parent time and the parent shall sleep in another room;

p. Neither parent shall question the minor child about the other parent’s activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

q. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;

r. All communications between the parties shall be in writing, through the Our Family Wizard parenting application. Each party shall be responsible to get their own Our Family Wizard account. Communication between the parties shall solely be about the minor child. Communication regarding the minor child shall be directly between the parents and shall not involve third parties.

20. Mutual Restraining Order. The parties stipulate and agree to the following mutual restraining order:

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preferences regarding custody or visitation.

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

c. Both parties shall be restrained from discussing divorce issues in front of the child or allowing a third party to do so. The

parties shall also be restrained from discussing the child's relationships with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child. Neither party shall request or encourage the child to hold back information from the other party which shall otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from harassing, threatening, stalking, digitally stalking, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. With the exception of child exchanges as set forth above, neither party shall go to the residence of the other party without permission.

f. Both parties shall be mutually restrained from allowing third parties to do in front of the child 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 child from such circumstances.

g. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

21. Child Support. Child support shall be based on Utah Child Support Guidelines and the Child Support Worksheet attached hereto. For purposes of the Stipulation executed on June 24, 2025, the parties have

established Father's gross monthly income as $2,931 and Mother's gross monthly income as $7,744. Father's monthly child support obligation shall be $102.

a. The parties agree that Mother currently receives a child benefit connected to Father's disability award designated for the minor child. Any child support ordered herein shall be reduced by the amount the child receives through that benefit.

b. If payable, child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month unless the parties otherwise agree.

c. Child support shall continue until the child turns eighteen (18) or graduates from high school, whichever occurs later.

d. Payor's income may be subject to income withholding by the ORS in accordance with the Utah Code.

e. Child support payments shall begin July 1, 2025.

f. Both parties waive any claim for child support arrears.

22. Right of First Refusal. Parental care is presumed to be better than surrogate care. Each party shall have first option to provide care for the minor children over any other third party (i.e., surrogate care) if the parent responsible for the minor children is not available for a period of overnight or longer during parent time, and the other parent if personally available and willing to provide direct care and transportation. The parent exercising parent time under the right of first refusal shall (a) provide all transportation to and from parent time and (b) provide direct parental care. The parties shall use

their best reasonable efforts to provide this right of first refusal even in situations shorter than overnight.

23. School Fees and Extracurricular Expenses. Extracurricular expenses for the minor child shall be allocated as follows:

a. The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties.

b. If the parties do not agree on an extracurricular activity, one party may enroll a minor child in such an activity but will do so at his or her sole expense. Neither party may obligate a child to an unapproved extracurricular activity which infringes on the parent time of the other parent.

24. Medical, Dental and Other Healthcare Expenses. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor child shall be provided by both parties, if it's available at a reasonable cost.

a. If, at any 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 Mother shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Father shall be considered the secondary coverage for the child.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for

the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. A party may reduce alimony or child support payments to which they are obligated to pay by the amount of their share of the premium, unless the amount of the child's social security benefit exceeds the amount of awarded child support plus the insurance premium.

c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent child and actually paid by the parents.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. Each parent who incurs expenses under this Paragraph 24 shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a

reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

f. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

25. Childcare Expenses. Pursuant to Utah Code Ann. §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses so long as the childcare provider is licensed.

a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and

thereafter on the request of the other party. The party 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 cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

b. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

c. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

d. Where feasible, the parties shall cooperate to give each other the first right of refusal to provide childcare, or to utilize family members to provide such care prior to employing paid childcare.

e. Childcare provided by family members shall be deemed to be free.

26. Tax Exemptions. Tax exemptions for the minor child shall be awarded as follows:

a. Starting with tax year 2025, Father shall claim the child in odd years and Mother shall claim the child in even years.

b. If Father does not file a tax return for one of his tax years, Mother may claim the child for that year.

c. If the amount Father would receive from claiming the child during any of his awarded years would be significantly less than the amount Mother would receive for the same year, Mother may pay Father the amount he would have received as a benefit and claim the child for that tax year. The parties shall reasonably cooperate to share draft tax returns and information to allow for this buy-out provision to be fulfilled. If the amount Mother would receive from claiming the child during any of her awarded years would be significantly less than the amount Father would receive for the same year, Father may pay Mother the amount she would have received as a benefit and claim the child for that tax year. The parties shall reasonably cooperate to share draft tax returns and information to allow for this buy-out provision to be fulfilled.

d. If, on December 31 of any year, either party is behind on any support payments ordered pursuant to this Stipulation, that party shall waive their right to claim any minor child for that year.

e. The parties shall follow all IRS guidelines as to filing status.

27. Real Property. The parties' marital home is located at 5295 Sydette Circle, Taylorsville, Utah (the "Home"). The Home shall be awarded to Mother subject to the following terms and conditions:

a. The home shall be appraised by a licensed real estate appraiser. Father shall provide Mother a list of not fewer than three appraisers. Mother shall have seven days to approve one of the names on the list. The parties shall thereafter promptly retain the selected appraiser, who shall conduct a walk-through appraisal and prepare an appraisal report listing the value of the Home (the "Appraised Value"). The Appraised Value of the home is $500,000.00.

b. The equity in the Home shall be determined as follows: the Appraised Value shall be reduced by any encumbrances against the Home, which the parties agree consist of the first mortgage balance and the balance of the home equity line of credit ("HELOC") as of the date of the appraisal report. The resulting sum shall be the Equity.

c. Mother shall pay to Father fifty percent (50%) of the Equity in the Home and shall remove Father's name from the mortgage and the HELOC. That sum shall be paid upon Mother's assumption or refinance of the Home mortgage or within 120 days of entry of the Decree, whichever first occurs.

d. During the time any sum remains due and owing to Father under this Paragraph 27, Father shall have an equitable lien against the Home for the unpaid amount.

e. If Mother is unable to assume the mortgage or refinance the Home and pay Father his fifty percent (50%) of the Equity in the

Home, Mother shall immediately list the Home for sale with a licensed Realtor selected by Mother.

f. The parties shall follow the recommendations of the Realtor as to asking price, Home presentation, and other matters.

g. Mother shall not further encumber the Home while any payment remains due to Father. If any further encumbrance will allow Mother to pay Father off in full as part of that encumbrance process, that shall be permissible.

h. If Mother is late on any mortgage payment (i.e., if a payment is ever thirty (30) days or more late), she shall immediately list the Home for sale and the Home shall be sold for the first reasonable offer.

i. If the Home is sold, the proceeds from the sale shall be applied as follows:

i. First, to pay any sales commissions and closing costs due from the parties;

ii. Second, to pay off any mortgage or other loans outstanding against the Home;

iii. Third, any remaining proceeds shall be distributed equally between the parties.

j. Upon the refinance of the home equity loan, the joint MACU account shall be closed. All other provisions shall be the same.

28. Alimony. Given the income disparity of the parties and the distribution of assets hereunder, Father shall be awarded alimony from Mother as follows:

a. Father shall be awarded spousal support in the amount of $750 per month for a period of six (6) months, and thereafter in the amount of $500 per month for a period of twenty-four (24) months. The total alimony period shall be thirty (30) months if not terminated earlier as set forth herein.

b. Alimony payments shall begin July 1, 2025.

c. Alimony shall continue until the first to occur of:

i. The death of Father or Mother;

ii. Father's remarriage or cohabitation; and

iii. The final alimony payment due for December 31, 2027.

d. Both parties waive any claim they may have for past spousal support.

29. **Vehicles**. The parties own certain vehicles, which shall be divided as follows:

a. Mother shall be awarded the 2016 Honda Odyssey. Mother shall be responsible for timely making all payment obligations for that vehicle.

b. Father shall be awarded the 2023 Nissan Leaf. Father shall be responsible for all payment obligations for those vehicles.

c. Each party shall remove the other from title and refinance any vehicle awarded to them in which the other party is named no later than thirty (30) days following division of the Home equity as set forth in paragraph 27, above. If either party becomes thirty (30) days late on a payment for which the other

party is on the loan, that item shall be immediately placed for sale and sold to satisfy the loan. The party awarded that vehicle shall be solely entitled to all sale proceeds and shall be solely obligated for any deficiency upon such sale.

d. If a party chooses to sell a vehicle or other piece of personal property awarded to him/her, or when a party refinances, the other party shall fully cooperate in that process, including by signing all requisite documents.

e. Each party shall maintain and pay for their own automobile insurance policy commencing July 1, 2025.

f. Each party shall indemnify and hold the other harmless from any vehicle(s) awarded to him/her.

30. Other Property and Rights. The parties agree to the division of the following items of property:

a. Mother shall be awarded all rights to and shall be solely responsible for all costs associated with the parties' Global Discovery account.

b. Father shall be awarded all rights to and shall be solely responsible for all costs associated with the parties' burial plot at Larkin Sunset Lawn Cemetery, 2350 East 1300 South, Salt Lake City, Utah.

31. Bank Accounts.

a. Each party is awarded any account in their own name.

b. Any joint accounts shall be split equally between the parties and closed.

32. Retirement Accounts.

a. The parties shall equally divide the marital portion of any retirement accounts in the name of either party, utilizing the formula set forth in *Woodward v. Woodward*.

b. The parties shall equally share the cost of obtaining a Qualified Domestic Relations Order ("QDRO"), which shall be prepared by Rori Hendrix.

c. Within thirty (30) days, both parties shall provide to the other, through counsel, current statements for all retirement accounts in which they hold an interest. Mother shall arrange for the QDRO to be prepared.

33. Life Insurance. Each party is awarded any life insurance policies in their own name and shall be responsible for any premiums.

34. Personal Property. All personal property has been divided. Each party shall be awarded any and all property in their possession.

35. Assignment of Debts.

a. Marital Debt.

i. Richard. Richard shall be responsible for the Mountain America Credit Card ending in 5307, the BrandSource Citi Bank ending in 7796 and the Discover Card ending in 7067. Richard shall remove Nikki's name from the credit cards, if applicable, within 60 days of the signed Decree of Divorce.

ii. Nikki. Nikki shall be responsible for the Mountain America Home Equity Loan ending in 0089. Nikki shall also be responsible for the Citi Bank Costco card ending in 4897, and

the Citi Bank card ending in 1357. Nikki shall also be responsible for the Zions card ending in 0308 and the Finwise loan ending in 7231. Nikki shall remove Richard's name from the credit cards, if applicable, within 60 days of the signed Decree of Divorce.

b. Separate Debt. Each party is awarded any debt in their own name, including any school loans, medical debt or credit cards. Each party shall be responsible for any debt incurred since the date of separation and any debt incurred after the filing of the Stipulation on August 17, 2026.

c. The parties shall each cease use of any accounts awarded to the other party immediately upon execution of the Stipulation on August 17, 2026.

d. In accordance with Utah Code Ann. § 81-4-406 (3) (b) the parties will notify and inform each creditor which party is primarily liable for the debt with that creditor following the entry of the Decree of Divorce in this matter and each party will be required to give the creditor the name and address of both parties.

36. **Maiden Name**. If she so chooses, Mother shall be entitled to legally change her name to her maiden name of NIKKI CRAPO.

37. **Dispute Resolution**. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Enforcement actions may be filed directly with the court without mediation.

38. **Cooperation**. Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to

property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, to divide automobile insurance policies, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

39. Attorney Fees. Both parties shall pay their own attorney's fees in this matter.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

_____
Brittany L. Skinner
Respondent's Attorney

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: BRITTANY L. SKINNER

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated September 18, 2026.

BROWN FAMILY LAW, LLC

/s/ Katrina Redd
Katrina Redd
Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on September 18, 2026, I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Brittany L. Skinner
Respondent's Attorney

/s/ Katrina Redd
Katrina Redd
Petitioner's Attorney