**The Order of the Court is stated below:**
**Dated:** November 06, 2026 02:50:13 PM **/s/** JEFF MANN
District Court Judge

MALCOLM LAMB (20283)
NELSON JONES, PLLC
1085 W 9000 S Suite 300,
West Jordan, UT 84088
Tel: 801.981.8779
malcolm@nelsonjoneslegal.com
*Petitioner's Attorney*

| IN THE THIRD JUDICIAL DISTRICT COURT,<br>SALT LAKE COUNTY, STATE OF UTAH | |
|---|---|
| In the Matter of the Marriage of:<br><br>DARIN JOHNSON,<br><br>Petitioner,<br>&<br><br>SENA HITT-LAUSTSEN,<br><br>Respondent. | **DECREE OF DIVORCE**<br><br>Case No. 264901855<br><br>Judge Randall Skanchy<br><br>Commissioner Renee Blocher |

Petitioner, Darin Johnson, through his attorney, Malcolm Lamb of Nelson Jones PLLC, and Respondent, Sena Hitt-Laustsen, through her attorney, Kurt Quackenbush, Quackenbush Legal, PLLC , stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, Renon Warner, on October 9, 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:

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.

## PARTIES, JURISDICTION, AND VENUE

1. The parties are bona fide residents of Salt Lake County, State of Utah, and have been for three months immediately prior to the filing of this action.

2. The parties are husband and wife, having been married to each other on May 21, 2016, in Loveland, Larimer County, Colorado, and are presently married.

3. The parties separated on April 26, 2025.

4. There are two (2) minor children born of the marriage, to wit: B.R.J., born May 23, 2024, and C.L.J., born December 7, 2018.

5. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, and the Utah Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §81-11-101*et seq*., Respondent states upon information and belief that there are no proceedings for custody of the minor children nor any criminal or delinquency cases in which a party or the parties' children are defendants or respondents filed or pending in the juvenile court or any other jurisdiction.

6. As such, jurisdiction and venue are properly with this Court.

## CUSTODY AND PARENT TIME

7. Physical Custody. The parties are awarded joint physical custody of their minor children under Utah Code Ann. § 81-9-305. Parent time with the minor children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

| | Mon | Tues | Wed | Thurs | Fri | Sat | Sun |
|---|---|---|---|---|---|---|---|
| Week 1 | DAD | DAD | MOM | MOM | DAD | DAD | DAD |
| Week 2 | DAD | DAD | MOM | MOM | MOM | MOM | MOM |

8. The parties' holiday parent time schedule shall be as the parties agree. In the event the parties do not agree, the parties shall maintain a modified holiday schedule wherein the children shall have the overnights of the holiday with that parent and shall be exchanged the following morning or at a school drop-off as described in Utah Code Ann. § 81-9-303.

| **Holiday** | **Holiday Time Period** | **Years Noncustodial Parent is Granted Holiday** | **Years Custodial Parent is Granted Holiday** |
|---|---|---|---|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(2) upon delivering of the minor child to school on the day that school resumes. | Odd years | Even years |
| President's Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Presidents' Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>upon delivering the minor child to school on the day that school resumes. | Even years | Odd years |
| Spring Break | (1) Holiday begins at:<br>(a) the time school is dismissed for spring break; or<br>(b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>upon delivering the minor child to school on the day that school resumes. | Odd years | Even years |
| Memorial Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Memorial Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the minor child to school on the day following Memorial Day; or<br>(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 at 5:30 p.m. on the day before Mother's Day.<br>(2) Holiday ends on Mother's Day at 8:30 p.m. | All years for Mom | All years for Mom |
| Father's Day | (1) Holiday begins at 5:30 p.m. on the day before Father's Day.<br>(2) Holiday ends on Father's Day at 8:30 p.m. | All years for Dad | All years for Dad |
| Juneteenth National Freedom Day | (1) Holiday begins at:<br>(a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's | Even years | Odd years |

| | | | |
|---|---|---|---|
| | Day; or<br>(b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day. | | |
| Independence Day | (1) Holiday begins on July 3rd at 5:30 p.m.<br>(2) Holiday ends on July 5th at 8:30 p.m. | Odd years | Even years |
| Pioneer Day | (1) Holiday begins on July 23rd at 5:30 p.m.<br>(2) Holiday ends on July 25th at 8:30 p.m. | Even years | Odd years |
| Labor Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Labor Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>upon delivering the minor child to school on the day that school resumes. | Odd years | Even years |
| Fall Break | 1) Holiday begins at:<br>(a) the time that school is dismissed for fall break; or<br>(b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>upon delivering the minor child to school on the day that school resumes. | Odd years | Even years |
| Halloween | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 3 p.m. if there is no school.<br>(2) Holiday ends at 8:30 p.m. on the same day the holiday begins. | Even years | Odd years |
| Veterans Day | (1) Holiday begins at 6 p.m. on the day before Veterans Day.<br>(2) Holiday ends at 7 p.m. on Veterans Day. | Odd years | Even years |
| Thanksgiving | (1) Holiday begins at:<br>(a) the time that school is dismissed for Thanksgiving; or<br>(b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>upon delivering the minor child to school on the day that school resumes. | Even years | Odd years |
| Winter Break (First Half) | 1) Holiday begins at:<br>(a) the time that school dismisses for winter break; or<br>(b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday.<br>(2) Holiday ends on December 27th at 8:30 p.m. | Odd years | Even years |
| Winter Break (Second Half) | (1) Holiday begins on December 27th at 8:30 p.m.<br>(2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break. | Even years | Odd years |
| Day of Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m. | Even years | Odd years |
| Day Before or After Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m. | Odd years | Even years |

9. Parent time shall be as the parties agree. If the parties cannot agree about parent time, they shall be bound to the parent time schedule under Utah Code Ann. § 81-9-305.

10. If either party relocates more than 150 miles from the other party, the provisions of Utah Code Ann. § 81-9-209 shall apply, and the parent time of the parties shall be according to Utah Code Ann. § 81-9-209.

11. If either party intends to move more than 50 miles from the other, that party shall give at least 60 days ' prior notice of the move, and the parties will schedule mediation to determine the change of parent time and custody based on the impending move.

12. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the minor children's school, education, religious, and other records, and will include the other party as the parent on such records. The major decisions concerning the parties' minor children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. Both parties shall have the authority to make routine decisions regarding the minor children's day-to-day activities when the minor children are in his or her care.

13. Each parent may make emergency decisions for the minor children during their care for the minor children. A parent who makes an emergency decision must notify the other parent as soon as reasonably possible.

14. Both parties shall be obligated to follow the policies, intent, definitions, and guidelines provided in Utah Code Ann. § 81-9-201, and the following Parenting Plan shall be implemented and ordered by the Court.

## PARENTING PLAN

15. The parties shall be entitled to contact the minor children by telephone, email, and other reasonable means of virtual communication as is reasonably available. Such contact shall be at reasonable hours and for a reasonable duration, including on vacations by either party. Parties may use Google Meet or FaceTime to virtually communicate with children.

16. The minor children shall be able to contact either parent at any time requested by the minor children. If the minor children call but the parent is unavailable, the parent shall be able to call back the minor children. The parents shall be able to contact the minor children through electronic or phone means, and such contact shall be at reasonable times and reasonable places.

17. The parties shall discuss and resolve any parent time issues among themselves, and such issues shall not be discussed with the minor children by any means.

18. Special consideration shall be given by each party 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 lives of the minor children or in the lives of either parent, which may inadvertently conflict with the parent time schedule.

19. The parties shall refrain from speaking negatively about one another in the presence of the minor children, and the parties shall not discuss the custody and parent time schedule or any legal actions with, or in earshot of, the minor children. The parties shall also require other third parties that come into contact with the minor children to so refrain, and this restriction shall extend to all social media and networking websites and forums to which the minor children may have access.

20. The parties shall ensure that the minor children are properly supervised, clothed, and fed during their respective parent time.

21. Each party shall ensure that the minor children have separate sleeping accommodations and all bedtime safety considerations.

22. All communication between the parties shall remain civil in nature and shall be related to parent time or other issues involving the minor children.

23. The parties shall use OurFamilyWizard ("OFW") to communicate with each other for all texts, email, and communications. Either party may contact the other via phone calls if an emergency arises regarding the minor children that would require immediate communication to the other parent. All communications through OFW shall be civil in nature, and each party shall pay their own costs associated with the app.

24. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use their best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

25. Neither party shall introduce new romantic partners to the minor children or have a romantic partner stay overnight while the children are in their care, until the relationship with the new partner has been established for 6 months or more, and upon entry of decree of divorce.

26. Each party shall keep the other party advised of his/her current address and telephone number, and if possible, advise the other party no less than sixty (60) days in advance of any move.

27. Should either party desire to travel out of the country with the minor children

during their respective parent time, the party shall give the other party sixty (60) days' advance notice of travel and the following information:

a. An itinerary of travel dates;

b. Destination;

c. Places where the children or traveling parent can be reached;

d. Any third party the children stay with;

e. And the name and telephone number of an available third person who would be knowledgeable of the children's location.

28. Respondent shall keep the minor children's current or future passports in her possession, and the Petitioner shall keep any current or future passport card for the minor children in his possession. If either party requests a passport or card from the other for international travel, the other party should not unreasonably deny their requests and should provide the passport as reasonably possible. After travel, the passports or cards should be returned to the parent and placed in their possession. The parties will communicate and work together to obtain and/or renew passports for the minor children as needed and should reasonably expedite the process in the best interests of the minor children.

29. When the minor children travel with either parent out of state overnight, the parties shall give notice to the other party 14 days in advance, and all of the following will be provided to the other parent prior to their departure:

a. An itinerary of travel dates;

b. Destination;

c. Places where the children or traveling parent can be reached;

d. Any third party the children stay with;

e. And the name and telephone number of an available third person who would be knowledgeable of the children's location.

## DISPUTE RESOLUTION

30. If the parties have any future disagreement pertaining to their children generally or the terms or implementation of any agreement, they shall first discuss the issue between themselves. Then, they should seek advice from any third-party professional who has expertise in the field of the disagreement. If the parties cannot agree, they should then attend mediation with a mutually agreed-upon third-party mediator. If parties still cannot settle the issue, then either party may involve the court to make a decision.

31. The parties both agree, however, that either of the parties may seek emergency relief from the Court in the future should an emergency arise that would make formal negotiation impractical.

## SOBERLINK

32. Respondent shall sign up for and use a Soberlink device in her possession for a 6-month period. During that time, Respondent shall use the device once in the morning and once at bedtime only during her parenting time with the minor children, and the parties shall each pay one half (1/2) of the cost for Soberlink.

33. If Respondent blows a “dirty” result during her parent time on the Soberlink, then the parties return to mediation to discuss a revision to the parenting time and custody schedule, and Petitioner shall retrieve the children from Respondent’s care immediately. Upon 6 months of “clean” usage, then Respondent shall terminate Soberlink usage and will not be required to perform further tests.

## CHILD SUPPORT

34. In accordance with the Utah Child Support Act, as set forth in Utah Code § 81-6-101 *et seq*., child support shall be calculated based on the parties' gross monthly income and the parties' respective parenting time with the minor children.

35. Petitioner earns a gross monthly income of $8,200, and Respondent earns a gross monthly income of $4,333.

36. Child support is calculated under the Joint Physical Custody Worksheet, wherein the Petitioner's child support obligation to Respondent shall be $318 per month, and shall commence on November 1, 2026.

37. Unless the Court orders otherwise, support shall automatically terminate and adjust for a child at the time when (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

38. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month, and the parties shall be entitled to mandatory income withholding payable through the Utah Office of Recovery Services, as provided by Utah Code Ann. § 62A-11-401 *et seq*.

## CHILD INSURANCE AND MEDICAL EXPENSES

39. Neither party currently maintains insurance for the minor children's medical, dental, and optical needs. Each party should be ordered to maintain medical, dental, and optical insurance for the minor children's benefit so long as it is available to the respective parties

through their employment at a reasonable cost.

40. The non-insuring party should pay the other one-half of the cost of any out-of-pocket costs or fees not covered by insurance. Additionally, each party should pay the other one-half of the insurance premiums for the minor children's pro rata share that the insuring party actually pays.

41. If the children are covered under both parties' insurance plans, Respondent's insurance should be the primary insurance, and Petitioner's should be secondary for purposes such as billing. The parties should equally pay any sums not covered by insurance, including but not limited to physician care, inpatient care, prescriptions, medically necessary medical supplies, eye examinations, corrective lenses, dental and orthodontic care, and mental health services under the following guidelines:

a. As required by Utah Code Ann. § 81-6-208, each party shall provide the other written notice and proof of medical, dental, and orthodontic expenses incurred and payments made thereon, by insurance or otherwise within thirty (30) days of the date the expense is incurred. Each party shall provide the other with copies of statements or written notice received of payments made to a provider by insurance. The obligated party shall pay his or her portion, as specified above, of incurred medical, dental, orthodontic, optical, or mental health services within fifteen (15) days of receiving written notice from that party.

b. In addition to any other sanctions provided by the Court, a party incurring medical 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 concurring party fails to comply with Utah

Code Ann. § 81-6-210.

c. Any party ordered and/or providing insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent children, and thereafter, on or before January 10th of each year. The insuring party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of the date the insuring parent first knew or shall have known of the change.

d. As required by Utah Code Ann. § 81-6-208, the parties shall share equally the out-of-pocket costs for the medical, dental, and optical insurance premium paid for the minor children's portion of the insurance. The parent obligated to provide child support shall be entitled to an offset, either adding to or deducting from his or her monthly child support payments to facilitate the equal sharing of the out-of-pocket costs of a medical insurance premium.

**CHILD CARE EXPENSES**

42. Should it be necessary to incur a work-related childcare expense, pursuant to Utah Code Ann. § 81-6-209, each party shall pay one-half (1/2) of all reasonable and necessary work-related childcare expenses incurred. Childcare facilities or caregivers must be mutually agreed upon in writing by the parties. The party incurring a childcare expense shall give the other party notice of all incurred childcare expenses, the name and contact information for any childcare provider, and reimbursement for those expenses, and continued monthly payments shall be made pursuant to Utah Code Ann. § 81-6-209.

## SCHOOL, SCHOOL FEES AND EXTRACURRICULAR ACTIVITIES

43. The minor children should attend school in a location as the parties mutually agree, but in the event of a disagreement on the issue, the minor children shall attend the same school, Advantage Arts Academy, where they currently attend and shall attend any subsequent feeder schools.

44. School Fees. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties should pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense should submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

45. Both parties should have equal access to the minor children's school records, and both parents' names should be listed with the minor children's school as parents. The parties should ensure that the school communicates equally with both parents regarding the minor children's grades, absences, or any other issues that may arise or relate to the minor children's schooling.

46. Extracurricular Activity Costs. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties should pay the providers directly if possible. If it is not possible, the party incurring the

extracurricular activity out-of-pocket costs should submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

47. A party who incurs an expense for a child's extracurricular activity without receiving prior consent from the other parent should be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity should not infringe on the other parent's parent-time, and the enrolling parent should pay the full cost.

## ALIMONY

48. Respondent shall be awarded alimony in the amount of $150 for 4 years, beginning on November 1, 2026.

## PREMARITAL PROPERTY

49. Any premarital property, separate property, inheritance, or gifts intended to go to either party exclusively shall remain the sole and exclusive property of that party.

## REAL PROPERTY

50. The parties have no interests in real property, and thus no division is required.

## PERSONAL PROPERTY

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

| *Item Description:* | *Awarded to:* |
|---|---|
| Crystal singing bowls w/ case<br>Various crystal beads | Petitioner |

| | |
|---|---|
| Various art supplies<br>All property currently in his possession. | |
| Banjo<br>Two Guitars (12-string Takamine and Yamaha)<br>Old Singer Sewing Machine (her mother's)<br>All property currently in her possession. | Respondent |

52. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation. The parties should assume any debts and obligations related to any property he or she is awarded.

53. Vehicles: Petitioner is awarded the GMC Sierra 2013 truck along with any debt or payment obligation associated with it, free and clear of any claim from Respondent.

54. Respondent is awarded the 2017 Jeep Grand Cherokee along with any debt or payment obligation associated with it, free and clear of any claim from Petitioner.

55. The parties shall refinance the vehicles awarded to them within 90 days from entry of the Decree of Divorce to refinance the vehicle into their name, and each party shall hold the other harmless therefrom. Neither party will threaten or use the vehicle owed by the other against them in any form and shall do their best to refinance the vehicle within these timelines.

56. The parties have an interest in an RV camper trailer, the Venom, and beginning on October 13, 2026, neither party shall use the trailer for their personal use. Both parties shall pay 1/2 of the costs to have the trailer expertly cleaned by a mutually agreed-upon third-party professional. The parties shall list the trailer for sale no later than 30 days after the signing of the Stipulation and Settlement Agreement. The parties shall each divide and proceed with any proceeds or debt associated with the trailer after the sale is completed.

## BUSINESS INTERESTS

57. During the course of the parties' marriage, the parties established several businesses. Petitioner is awarded the following businesses and their assets, free and clear of any claim by Respondent, and shall hold her harmless from any obligation therefrom:

a. Awaken Consultants
b. DWOT
c. Durga's Holdings
d. Omalalove

## INVESTMENT, RETIREMENT, AND BANK ACCOUNTS AND SECURITIES

58. During the course of the parties' marriage, the parties established retirement, savings, investments, bank accounts, and/or other securities. Each party will keep the established accounts that are currently in their name and will own and maintain such accounts free and clear from any claim or interest from the other party.

59. Petitioner shall be awarded all monies associated with his IRA account currently in his name, free and clear of any claim by Respondent.

60. Respondent shall be awarded all monies associated with her Roth IRA account currently in her name, roughly $12,000, free and clear of any claim by Petitioner. Respondent is solely responsible for any tax burden associated with her disbursements from this account.

## DEBTS

61. During the course of the parties' marriage, the parties have incurred various debts. The parties shall divide those debts as follows, as provided herein, with the responsible party being required to indemnify the other and hold the other harmless from any loss, damage, demand, or claim of any kind arising from his or her failure or neglect to do so.

| *Debt Description:* | *Approximate Amount of Debt* | *Obligation of:* |
|---|---|---|
| Chase CC *1919 | $14,000 | Parties equally divide |
| MACU CC *0075 | $6,799 | Parties equally divide |
| City Costco *4709 | $5,319 | Parties equally divide |
| MACU debt consol *0003 | $4,498 | Parties equally divide |
| City Simplicity *5492 | $3,164 | Petitioner |
| MACU Student loan *0070 | $9,053 | Petitioner |
| MACU Visa *9872 | $8,236 | $5,736 to Petitioner<br>$2,500 to Respondent |
| Capital One *8898 | $449 | Respondent |
| Athleta Barclays *7797 | $100 | Respondent |

62. Each party shall be responsible for the debt obligation he or she is responsible for entered herein.

63. The parties shall also be ordered to notify creditors or obligees of the Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties shall keep any and all joint-related debts current and in good standing with the creditors.

a. In addition to a creditor's duties as a secured party under Utah Code Ann. § 70A-9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under Utah Code Ann., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Utah Code Ann. §§ 30-3-5 or 30-4-3 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, must provide to the debtors individually all statements, notices and other similar correspondences required by law or by contract.

b. With respect to a debtor who is not ordered by the court under Utah Code Ann. 81-4-204(1)(e), to make payments on a joint obligation, no negative credit report under Utah Code Ann. § 70C-7-107, and no report of the debtor's repayment practices or credit history under Utah Code Ann., Title 7, Chapter 14, Credit Information Exchange, shall be made regarding the joint obligation after the creditor is served notice of the court's order unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the payments.

c. Absent an agreement by the parties, any and all debts incurred by either party from the date of filing of the Petition for Divorce, and thereafter shall be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same. *See supra.*

**TAXES**

64. The parties shall file Joint tax returns for 2025 and 2026 and shall equally divide any refunds or deficiencies for these two tax years.

65. Beginning in the year 2027 and each year thereafter, the parties shall file separately for their federal and state taxes.

66. The parties shall each claim one (1) minor child for dependency exemptions each year, with Petitioner claiming the older child, and Respondent claiming the younger child.

67. When there is only one child left to claim, the parties shall alternate claiming the remaining child, with Petitioner claiming the child in odd-numbered tax years, and Respondent claiming in even-numbered tax years.

68. The parties shall only have the ability to claim the minor children for tax purposes if the obligated party is current on his or her child support by December 31 of the given year. Otherwise, the other party shall claim the child for Federal and state income tax exemptions.

**MUTUAL RESTRAINING ORDER**

69. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, or a significant other of either parent, speaking to the child about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. Demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not. Both parties shall be restrained from making visitation arrangements through the child.

70. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children or committing any domestic violence or abuse against the other party or the minor children, or in the presence of the minor children.

71. Harassing, annoying, or otherwise bothering the other party includes, but is not limited to contacting the other party from any mechanism of communication without stating who the contacting party is; sending communications to the other party outside of the regular channels of communication; contacting the other party about any matter not related to the minor children or Decree; instructing or authorizing any third party to contact the other party unless there is an emergency or the third party is a childcare or medical care provider; and using a “burner” phone or fake text messages to contact the other party.

72. Neither party shall use alcohol in excess, use illegal drugs, or abuse prescription drugs within 12 hours before or during parent time with the child. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under the mutual restraining order 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.

**MISCELLANEOUS**

73. Respondent shall be able to return her surname to her maiden name, married name, or any combination thereof is she so wishes.

74. Mediation. If the parties have any future disagreement pertaining to their child generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before the parties initiate legal action. However, either of the parties may seek emergency relief from the Court in the future should an emergency arise which would make formal negotiation impractical.

75. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

*****END OF ORDER*****

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

APPROVED AS TO FORM:

*/s/ Kurt Quackenbush*_____
Kurt Quackenbush
*Respondent's Attorney*

**NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE**

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 29 October 2026.

NELSON JONES, PLLC
/s/ Malcolm Lamb

Malcolm Lamb
*Petitioner's Attorney*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 29, 2026 I caused to be served a true and correct copy of the foregoing by first-class mail or facsimile or email or hand-delivery or electronic notification, addressed to the following:

KURT QUACKENBUSH
kurt@quackenbushlegal.com

/s/ William Sampson

WILLIAM SAMPSON
*Paralegal, NELSONJONES, PLLC*