The Order of the Court is stated below:
Dated: November 14, 2026 01:34:13 PM **/s/** ADAM T. MOW
District Court Judge

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Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE CITY DEPARTMENT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the matter of the marriage of SHAWN SARFF, Petitioner, and MIKYLA GENESSY-SARFF, Respondent.	**DECREE OF DIVORCE** Case No: 264905235 Judge: Adam Mow Commissioner: Kim M Luhn

The Petitioner, Shawn Sarff, and the Respondent, Mikyla Genessy-Sarff, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There are two minor children born or adopted between the parties, to wit: J.J.S. (born February 2014) and M.W.S. (born June 2017).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Parenting Plan set forth herein.
3. The Respondent is awarded sole physical custody of the minor children. Parent-time with the minor children shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, then they shall follow the parent time schedule as outlined in UCA §81-9-302 with Petitioner designated as the noncustodial parent.
    a. Petitioner's overnight parent-time shall begin once Petitioner has obtained suitable housing containing at least two (2) bedrooms.
    b. Until Petitioner obtains such housing, Petitioner shall continue to exercise his regularly scheduled parent-time; however, his parent-time shall be exercised without overnight stays. During this temporary period:
        i. On weekends and other nights when school is not in session the following day, Petitioner shall return the minor children to Respondent no later than 10:00 p.m.

ii. On school nights, Petitioner shall return the minor children to Respondent no later than 8:00 p.m.

iii. On mornings that would otherwise fall within Petitioner's scheduled parent-time, Petitioner's parent-time shall begin when he takes or picks up the minor children for transportation to school, as reasonably applicable to the parties' schedule, or at 9:00 a.m. if school is not in session.

c. Once Petitioner has obtained housing meeting the requirements above, the temporary non-overnight restriction shall terminate, and Petitioner may begin exercising overnight parent-time pursuant to the parties' regular parent-time schedule without the need for further agreement or court order.

d. The temporary limitation on overnight parent-time is based solely upon Petitioner's current housing circumstances and shall not, by itself, constitute a permanent reduction or modification of Petitioner's otherwise agreed parent-time.

4. Due to the special needs of the parties' minor children, Petitioner shall be permitted to visit with and assist in the care of the children on a daily basis, as mutually agreed upon and coordinated by the parties. The parties shall communicate and cooperate in good faith regarding the timing and duration of such visits, with the goal of allowing Petitioner to continue providing appropriate care, assistance, support, and consistency for the children. These daily visits may occur in addition to the parties' otherwise

established parent-time schedule and shall not, by themselves, alter the parties' designated custody arrangement or regular parent-time schedule.

5. Summer Parent-Time - The following schedule shall apply each year when when school is not in session for summer break:
    a. Noncustodial Parent's Extended Summer Parent-Time
        i. The noncustodial parent shall be entitled to up to four (4) weeks of extended summer parent-time. Extended parent-time shall begin at 8:00 a.m. on the first day and end at 8:30 p.m. on the last day.
        ii. The four (4) weeks of extended parent-time shall be exercised as follows:
            1. Two (2) weeks shall be exercised consecutively and without interruption.
            2. The remaining two (2) weeks may also be exercised consecutively or, at the noncustodial parent's election, may be exercised as a separate consecutive fourteen (14) day period.
            3. During the second two-week period only, the custodial parent may interrupt the noncustodial parent's parent-time for one weekday visit occurring on the same weekday the custodial parent would otherwise be entitled to weekday parent-time under this Parenting Plan.

4. Except as provided above, all extended summer parent-time shall be exercised consecutively.

b. Custodial Parent's Extended Summer Parent-Time

   i. The custodial parent shall be entitled to one uninterrupted two (2) week period of summer parent-time. This period shall begin at 8:00 a.m. on the first day and conclude at 8:30 p.m. on the last day.

c. Selection of Summer Parent-Time - Each parent shall notify the other in writing of the dates selected for his or her extended summer parent-time.

   i. Odd-numbered years:

      1. The noncustodial parent shall provide written notice no later than May 1.

      2. The custodial parent shall provide written notice no later than May 15.

d. Even-numbered years:

   i. The custodial parent shall provide written notice no later than May 1.

   ii. The noncustodial parent shall provide written notice no later than May 15.

e. If one parent fails to provide timely notice, the parent who timely complied with the notification requirements may designate the dates for both parents' extended summer parent-time.

f. If both parents fail to provide timely notice, the first parent to thereafter provide written notice shall have the right to designate the summer parent-time schedule for both parents.

g. If the custodial parent intends to interrupt the noncustodial parent's second two-week period for a weekday visit as permitted herein, the custodial parent shall notify the noncustodial parent of that intention within ten (10) days after receiving the noncustodial parent's written notice of summer parent-time dates.

6. In addition, holiday parent-time shall be as the parties agree. If unable to agree, then the parties shall follow the holiday parent-time schedule set forth in UCA §81-9-302 and as follows with the Petitioner identified as the non-custodial parent for holiday purposes. Holiday parent-time takes precedence over the normal rotating parent-time schedule.

Holiday	Holiday Time Period	Non-Custodial Parent	Custodial Parent
Dr. Martin Luther King Jr. Day	(1) Holiday begins (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd Years	Even Years
President’s Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even Years	Odd Years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or	Odd Years	Even Years

	(b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even Years	Odd Years
Mother’s Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Every year with Mother	Every year with Mother
Father’s Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD)	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (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. (2) Holiday ends on July 25th at 8:30 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd Years	Even Years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school.	Even Years	Odd Years

	(2) Holiday ends at 8:30 p.m. on the same day the holiday begins.		
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (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. (2) Holiday ends at 8:30 p.m.	Odd Years	Even Years

7. Respondent's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.

8. In the event either party moves 150 miles or more away from their current residence, the parties agree to follow the provisions of UCA §81-9-209, the Relocation Statute.

CHILD SUPPORT

9. Petitioner is currently employed and has a gross monthly income of $7,700.00 for the purposes of calculating child support.

10. Respondent is currently employed and has a gross monthly income of $1,600.00 for the purposes of calculating child support.
11. The sole custody worksheet shall be used with the Petitioner's income set at $7,700.00 and the Respondent's income set at $1,600.00.
12. Pursuant to U.C.A. §81-6-101 et seq., a child support order shall be entered pursuant to the statutory guidelines as follows:
    a. Petitioner shall be ordered to pay Respondent the sum of $1,312.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.
    b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent

time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

13. Pursuant to U.C.A. §81-6-208 (2024) as amended:

a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan

by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary.

a. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

c. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.

d. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

14. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work-related childcare expenses of the parents.

    a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

    b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

EXTRACURRICULAR ACTIVITIES, SCHOOL, & MISCELLANEOUS COSTS

15. The parties shall equally share the costs associated with the following expenses related to the minor children:

    a. Cell phones

b. Car insurance

c. School fees and costs

d. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities where the children participate are approved.

e. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment within 30 days and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

16. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes as follows:

    a. As long as there are two minor children, Petitioner will claim J.J.S. each year and Respondent will claim M.W.S. each year.

    b. When only one minor child remains, the parties will alternate years with Petitioner claiming M.W.S. in odd years and Respondent claiming M.W.S. in even years.

17. For the Petitioner to claim a minor child, he must be current on all his child support expenses prior to the end of the tax year.

PERSONAL PROPERTY

18. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

19. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.

20. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

21. The 2020 Kia Sorento shall be awarded to Respondent as her sole and separate property, subject to the existing vehicle loan.

22. Petitioner shall be solely responsible for paying the remaining balance of the existing loan in full, including all required principal and interest payments, and shall make all payments timely until the loan is satisfied.

23. Once the vehicle loan has been paid in full and the title is available for transfer, Petitioner shall promptly execute all documents necessary to transfer and sign title to the Kia to Respondent.

24. Respondent shall be solely responsible for all other expenses associated with the Kia, including registration, insurance, taxes, maintenance, repairs, fuel, and operating expenses.

25. Except for Petitioner's obligation to pay the existing vehicle loan as provided above, Respondent shall be solely responsible for all costs and liabilities associated with his possession and ownership of the Kia.

REAL PROPERTY

26. The real property located at 13768 S. Dagger Wing Way, Riverton, Utah 84096, together with all equity therein, shall be awarded solely to Respondent. Petitioner shall have no further ownership or equity interest in the residence.

27. Within thirty (30) days after entry of the Decree of Divorce, Petitioner shall execute a quitclaim deed or other appropriate deed transferring any right, title, and interest Petitioner may have in the residence to Respondent. The parties shall cooperate in executing and recording any documents reasonably necessary to remove Petitioner from the deed and establish Respondent as the sole titled owner of the property.

28. Respondent shall be solely responsible for all costs and obligations associated with the residence, including the mortgage, property taxes, homeowner's insurance, utilities, HOA dues, maintenance, repairs, assessments, and any other expenses associated with the property. Respondent shall make all mortgage payments timely and shall indemnify and hold Petitioner harmless from all obligations associated with the residence.

29. Respondent shall use reasonable efforts to refinance, assume, or otherwise restructure the existing mortgage into Respondent's name alone and fully release Petitioner from the mortgage obligation as soon as reasonably possible, but in no event later than ten (10) years from the date of entry of the Decree of Divorce.

30. Petitioner shall reasonably cooperate with any documents or lender requirements necessary to complete the refinance or removal of Petitioner's name from the mortgage.

31. If Respondent has not fully removed Petitioner from the mortgage obligation within ten (10) years from the date of entry of the Decree of Divorce, the residence shall be promptly listed for sale with a licensed real estate agent. The parties shall cooperate and execute any documents reasonably necessary to complete the sale.

32. Upon sale, the outstanding mortgage, valid liens and encumbrances, real estate commissions, closing costs, and other reasonable costs of sale shall first be paid from the sale proceeds. All remaining net sale proceeds and equity shall be awarded solely to Respondent, and Petitioner shall have no claim to any portion thereof.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES, INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS INTERESTS

33. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

34. All of these accounts or assets shall be divided as follows as of the date of entry of the Decree of Divorce unless specified otherwise:

Account Description	Petitioner will Receive	Respondent will Receive	Other
American United Federal Credit Union checking account ending 2738		100%	
Petitioner's Thrift Savings Plan retirement account ending 6434	50%	50%	This account shall be divided giving each party one-half of any account from the date of the parties' marriage until the date of the Decree of Divorce

35. All retirement and/or investment accounts divided between the parties by percentage shall be distributed subject to any gains or losses on the accounts through the date of division. Any outstanding loans associated with the accounts shall be included in the valuation and division.

36. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts. Any fees associated with the above orders shall be split evenly between the parties.

DEBTS AND OBLIGATIONS

37. During the course of the marriage the parties incurred certain marital debt; this debt shall be divided as set forth below.

Debt Description	Petitioner's Responsibility	Respondent's Responsibility	Other

Loan for windows and refrigerator for the marital home	50%	50%	Windows loan balance is approximately $16,391.00 Refrigerator loan balance is approximately $902.00
Capital One credit card ending 6852; Home Depot credit card ending 6708; and AFCU credit union credit card	50%	50%	The parties shall be equally responsible, fifty percent (50%) each, for the credit card debt. Until the balances are paid in full, the parties shall ensure that at least the minimum required monthly payment is timely made on each account so that the accounts remain current and do not incur avoidable late fees or penalties. The monthly credit card payments may continue to be paid from the joint checking account awarded to Respondent. To the extent Respondent's account is used to make the payments, Petitioner shall reimburse Respondent for Petitioner's fifty percent (50%) share of each payment. Neither party shall make any new charges on the joint credit card accounts following entry of the Decree of Divorce unless otherwise agreed in writing.
Kia auto loan	100%		

38. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

ALIMONY

39. Petitioner shall be ordered to pay alimony to Respondent in the amount of $688.00 per month as follows:

    a. Alimony payments shall be paid by the fifth (5th) day of the month immediately following entry of the Decree of Divorce and by the fifth (5th) day of every month thereafter.

    b. Alimony payments shall continue for the length of ten (10) years or until Respondent cohabitates or remarries, whichever occurs sooner. Respondent has an obligation to notify Petitioner of her cohabitation or remarriage and alimony shall cease upon Respondent's cohabitation or remarriage. Alimony shall end in the event of the death of either party.

LIFE INSURANCE

40. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary

designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

TAX RETURN

41. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

42. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

43. Petitioner will continue to maintain Respondent on his health insurance policy, and be responsible for the monthly premiums, as long as it is permitted by his employer.
44. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.
45. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
46. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any

interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

47. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."

48. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

49. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

50. Petitioner may be restored to her maiden name of Mikyla Danielle Genessy if she so desires.

SARFF and SARFF

PARENTING PLAN

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children's physical care and financial and emotional support. The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles
    a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the children.
    b. Each parent shall support and encourage the children's meaningful relationship with the other parent.
    c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.
2. Communication Between Parents
    a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.
    b. Parents shall timely share important information regarding the children's schooling, health, social activities, and other relevant matters.
    c. If information is available through public sources (e.g., school portals), each parent shall access it directly.
3. Joint Legal Decision-Making
    a. The Parties shall jointly decide major decisions affecting the children, including:
        i. Education and daycare

ii. Medical, dental, counseling, and orthodontic care

iii. Religious upbringing

iv. Extracurricular activities

b. Decision-making process:

i. Identify the issue

ii. Develop possible solutions

iii. Select the most reasonable solution in the children's best interests

4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:

a. They may defer to the recommendations of an expert. If they still do not agree;

b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).

c. Agreements reached in mediation shall be reduced to writing and signed by both.

d. Only after a good-faith mediation attempt may a party seek Court involvement.

e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.

5. Day-to-Day Responsibility

a. The parent exercising parent-time shall make routine daily decisions.

b. Either parent may make necessary emergency decisions regarding the children's health or safety and shall inform the other immediately.

6. Information Access
    a. Both parents shall have direct access to all school, medical, dental, and mental health records.
    b. Each parent shall notify the other of medical appointments and emergencies.
    c. Both parties shall provide written authorization enabling the other to access information from all providers.
7. School Access
    a. Both parents may visit the children at school, receive school communications, and check the children out when necessary.
    b. Disputes regarding education shall first go to mediation.
8. Medical Treatment Restrictions
    a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.
    b. Costs must be agreed in writing before scheduling.
    c. Violating parent may be denied reimbursement.
9. Travel Notice Requirements
    a. Either parent may travel domestically with the minor children during their own parent-time without needing advance permission, provided they give standard notice.

b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.

c. When traveling with the children, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):

i. Itinerary with travel dates

ii. Destination(s)

iii. Contact information

iv. Name/phone of a third party aware of the children's location.

10. Children's Important Documents

a. The parties shall provide access to and exchange the minor children's important documents, including but not limited to passports, birth certificates, and Social Security cards, within forty-eight (48) hours of a request by the other parent.

b. If the requested documents are not reasonably available due to a party being out of town or otherwise away from the documents, the documents shall be provided immediately upon that party's return.

c. The parties shall cooperate in good faith to ensure timely access to such documents when needed for the benefit of the minor children.

11. Participation in Activities

a. Both parents may attend the children's school events, church functions, activities, recitals, and sports.

b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).

12. Exchanges and Transportation

    a. The receiving parent shall pick up the children at the designated start of their parent-time.

    b. Children shall be ready on time for exchanges.

13. Contact Information

    a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.

14. Parent/Child Communication

    a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.

    b. The children may contact either parent at any time.

    c. A parent shall reasonably facilitate calls when requested by the children.

15. Right of First Refusal

    a. Parental care is preferred over surrogate care.

    b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.

c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.

d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor children.

e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

16. Conduct Around the Children

a. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.

b. Neither party shall discuss court matters with or in front of the children.

c. Neither party shall disparage the other on social media or in public.

17. Introducing New Partners

a. Parents shall not introduce dating partners to the children until the relationship is committed and exclusive.

b. Notice shall be given to the other parent beforehand.

c. The other parent shall be given a reasonable opportunity to meet the new partner before the new partner is introduced to the minor children.

18. Shared Calendar

a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

19. Substance Use Restrictions

    a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the children or prior to transporting them.

    b. Alcohol and medications shall be stored securely and out of the children's reach.

20. Enforcement and Non-Waiver

    a. A party's failure to comply with any provision does not release the other party from their obligations.

    b. All provisions remain enforceable unless modified by written agreement or court order.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 5th day of November 2026.

E-signed by Wade Taylor
with permission of Shawn Sarff

/s/ Shawn Sarff

_____

SHAWN SARFF
Petitioner

APPROVED AS TO FORM this 4th day of November 2026.

E-signed by Wade Taylor
with permission of Mikyla Genessy-Sarff

/s/ Mikyla Genessy-Sarff

MIKYLA GENESSY-SARFF
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 3rd day of November 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL: SHAWN SARFF *Petitioner* Email: Sarff22@icloud.com MIKYLA GENESSY-SARFF *Respondent* Email: kyflyhair@gmail.com	

LAW OFFICES OF WADE TAYLOR

/s/ *Wade Taylor*

WADE TAYLOR
Attorney