



## Daniel S. Drage, P.C.

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### IN THE SECOND JUDICIAL DISTRICT COURT, OGDEN DEPARTMENT IN AND FOR WEBER COUNTY, STATE OF UTAH

**In the Matter of the Marriage of**

**DECREE OF DIVORCE**

**MICHAEL OMAN NIELSEN,**

**Case No. 254900567**

**Petitioner,  
and**

**Commissioner: CATHERINE CONKLIN**

**LANESHA SHENEE NIELSEN,**

**Judge: JASON NELSON**

**Respondent.**

THE COURT, having reviewed the stipulation filed February 25, 2026, having reviewed the file, entered its Finding of Fact separately in writing and upon good cause appearing hereby enters the following DECREE OF DIVORCE:

1. Residency. The parties are both a bona fide resident of Weber County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. Marriage Statistics. The parties were married on May 30, 2014 in Weber, Utah, United States and are presently married.
3. Grounds. The parties are presently married and are obtaining a divorce. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship. The Parties are granted

a Decree of Divorce upon the grounds of irreconcilable differences, and the marriage between the parties is hereby dissolved, and the parties are hereby free and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

4. Child. The parties are the legal parents of the following child under Utah's Uniform Parentage Act, Utah Code § 81-5-102 *et seq.* This Court has jurisdiction to determine the issues related to the child in this divorce action because the parties became the legal parents of the child prior to or during the time the parties were married. Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration, the names and birth dates of the child are being submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of the child are as follows:

<b><i>Child's Initials</i></b>	<b><i>Birth Month and Year</i></b>
K.M.N.	March 2015

5. Uniform Child Custody Jurisdiction and Enforcement Act. Pursuant to Utah Code §81-11-101 *et seq.*, Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor child or Utah was the home state of the minor child six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

6. Child – Rule 100. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. § 81-11-101*et seq.* and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 *et seq.*, the Petitioner states upon information and belief that:

a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor child which have been filed, or are pending, or have been completed with an order.

b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' child.

c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.

### **PARENTING PLAN**

#### ***Joint Physical Custody / Parent-time***

7. Custody. The Parties are awarded joint physical and legal custody of their minor child, as set forth herein, with Mother being designated as the residential parent for school purposes.

8. Parent-time. Parent-time with the child 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:

	<b><i>Mon</i></b>	<b><i>Tues</i></b>	<b><i>Wed</i></b>	<b><i>Thurs</i></b>	<b><i>Fri</i></b>	<b><i>Sat</i></b>	<b><i>Sun</i></b>
<b><i>Week 1</i></b>	Mother	Mother	Father	Father	Mother	Mother	Mother
<b><i>Week 2</i></b>	Mother	Mother	Mother	Father	Father	Father	Father

a. In week 1 and 3 Father shall have parent time Wednesday overnight and Thursday overnight with an exchange at school or 9:00 a.m. if school is not in session. In Weeks 2 and 4 Father shall have parent time Thursday overnight until Monday morning

with a drop off to school or 9:00 a.m. if school is not in session. This schedule is demonstrated in the table above.

9. Extended Parent-time. Extended parent time shall be pursuant to Utah Code § 81-9-305 with the following exceptions.

10. Holidays. The parties shall exercise holiday parent time as they can agree, but in the event they cannot agree, they shall follow Utah Code § 81-9-303 with Mother acting as the “Custodial Parent” and Father acting as the “Noncustodial Parent” for interpreting the statute, as follows:

<b><i>Holiday</i></b>	<b><i>Holiday Time Period</i></b>	<b><i>Odd Years</i></b>	<b><i>Even Years</i></b>
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: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Father	Mother
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 regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Mother	Father

Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Father	Mother
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: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Mother	Father
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.	Mother	Mother
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.	Father	Father
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Mother	Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father

Labor Day	<p>(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.</p> <p>(2) Holiday ends:  (a) upon delivering the child to school on the day following Labor Day; or  (b) at 8 a.m. on the day following Labor Day if there is no school.</p>	Father	Mother
Columbus Day	<p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p> <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p>	Mother	Father
Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:  (a) upon delivering the child to school on the day following the end of fall break; or  (b) at 8 a.m. on the day following the end of fall break if there is no school.</p>	Father	Mother
Halloween	<p>(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.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>	Mother	Father
Veterans Day	<p>(1) Holiday begins at 6 p.m. on the day before Veterans Day.</p> <p>(2) Holiday ends at 7 p.m. on Veterans Day.</p>	Father	Mother
Thanksgiving	<p>(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.</p> <p>(2) Holiday ends:  (a) upon delivering the child to school on the Monday following Thanksgiving; or  (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.</p>	Mother	Father

Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Father	Mother

***Joint Legal Custody***

11. Joint Legal Custody. The parties shall share joint legal custody of the child.

a. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

b. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating

to these matters (i.e. the health, education, or religion of the child, the parties shall adhere to the following dispute resolution procedure:

i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.

ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.

iii. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.

iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.

v. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.

vi. Court Review: If the parties still cannot reach an agreement after mediation either party may bring the issue before the Court.

vii. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

c. Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court



12. School. The child shall continue to attend Monticello Academy unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records.

Both parties shall be listed for any emails given by teachers or respective school administrators.

13. Therapy. The child and Father shall attend family therapy until released by the therapist or mutually agreed upon by the parties. Father shall be responsible for the cost of this therapy. Mother will work with her personal therapist on co-emotional regulation to help the child with his emotions.

14. Day to Day Decisions. The party with the parent-time shall make the day-to-day decisions for the child.

### ***Communication***

15. Our Family Wizard. The parties will utilize Our Family Wizard to communicate and calendar all child-related events. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their child to deliver messages. The parties will use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Our Family Wizard by March 1, 2026. The parties will exchange receipts, calendar, and communicate through Family Wizard.

16. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

### ***Miscellaneous Parenting Provisions***

17. Relocation. If either party moves more than 150 miles, the parties will be bound by Utah Code §81-9-209.

18. Travel. When the child travels with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

19. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in.

20. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

21. Neither parent shall cohabitate during parent time with a romantic partner until they have been in a serious relationship for at least 6 months. The parties will work with the child's therapist to introduce any serious romantic partners to the child in an informed and safe way.

22. Father shall keep the minor child on his life insurance so long as it is available.

23. Mutual Restraining.

a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor child of the parties (or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the child and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the child.

b. The parties are further enjoined from discussing custody or this divorce action with the child in any way or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

c. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the child from any situation in which the other parent is being disparaged in any way.

e. Father shall ensure that Mother has access to all smart features in the marital home she is awarded including the cameras and solar power and Father shall

ensure that he deletes all access that he may have. Father shall also return the garage door opener.

24. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

25. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. Either party may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

26. Activity Costs. Each party shall 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 child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

27. School Fees. Each party shall 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, school lunch, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

28. Curbside Transportation for the Child. The parties will utilize school-to-school or childcare exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon. If the exchange happens at the residence, the parties shall have a curbside exchange.

## FINANCIAL ITEMS AND ASSET DISTRIBUTION

29. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq. The Mother's gross monthly imputed income is \$3,020.00 per month. The Father's gross monthly income is imputed to \$14,000.00 per month. The Mother has 192 overnights and the Father has 173 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation shall be \$594.00 per month. Child support shall commence March 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

30. 1Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-208. Father is currently providing said insurance.

a. 2Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of 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.

b. 3Each 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.

c. 4The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will 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.

d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

f. A parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

31. Childcare Expenses. Each party will cover their own work-related and other childcare expenses on their own parent-time.

32. Dependency Exemption. The parties will share the dependency exemption for the minor child as follows:

a. The parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption for even-numbered tax years.

b. Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

33. Taxes. The parties will file joint tax returns for the 2025 tax year. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.

34. Real Property. The marital property located at 4187 South 2340 West; Roy UT will be awarded to Mother with all debts and liabilities thereon. Mother shall hold Father harmless on all debts and liabilities associated with the home. Mother will assume the loan/mortgage on the home within 6 months. Father shall sign whatever documents necessary within 3 days of receiving them to allow Mother to assume the loan/mortgage. Mother is awarded 100% equity in the home as part of the global resolution herein. In the event Mother



cannot assume the loan/mortgage within the 6 months, she must refinance the home within 90 days thereafter. If Mother cannot assume or refinance the home, the home shall be listed for sale unless the parties agree otherwise in writing.

35. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall 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:

<b><i>Item Description:</i></b>	<b><i>Awarded to:</i></b>
2022 Kia Sorento	Mother
Kia Telluride	Father
Picture of Father (if found)	Father
Kayaks and all accessories	Father
2 hand Painted ornaments	Father
Car roof luggage carrier	Father
3-D Printer and Supplies	Father
Fridge in Garage	Father
Coat rack	Father
Camper Trailer	Will sell and split profits 50/50

a. Exchange of the above items shall be on March 15<sup>th</sup> at 12:00 p.m. Mother will leave all items in the garage and Father will remove the items from the garage.

b. 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 the table above.

36. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<b><i>Debt Description:</i></b>	<b><i>Obligation of:</i></b>
Citi Bank	Father
Golden West	Father
401(k) loan	Father

a. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

b. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

37. Checking and Saving Accounts. Each party will be awarded monies in their own individual separate checking and savings accounts. The joint accounts shall be closed within 14 days of this Stipulation. Mother shall go into Golden West Credit Union and sign her name off any joint accounts. Father will provide Mother quarterly statements of the child's bank account through America First Credit Union.

38. Trust. The parties trust shall be revoked and both parties shall sign whatever documents necessary to effectuate the same.

39. Retirement Accounts. Each party will be awarded the retirement accounts in their own respective name and will waive all claim to the other party's retirement as part of the global resolution herein.

40. Name. Mother will have the option of restoring her maiden name to Cummings.

41. Alimony. Mother has a need for alimony and Father has an ability to pay. Father shall pay Mother \$1,006.00 per month in alimony for a term of five (5) years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Such amount shall be paid in equal installments will be made on the 5th and the 20th of each month. Alimony will commence on March 1, 2026. This alimony obligation is a material component of the parties' global settlement and reflects negotiated concessions by Mother. The parties acknowledge that it shall not be frivolously modified absent a genuinely legally sufficient basis and absent a material change in circumstances.

42. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

43. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

44. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

45. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the provision herein. Both parties and their counsel have had an opportunity to read the provisions herein and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the provisions herein, and no provision shall be construed against any party as being the draftsman thereof. The provisions herein shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the provisions herein to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

46. Full Disclosure. There has been a complete accurate and current disclosure of all income, assets, and liabilities. 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. Attorney's Fees and Costs. Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

*This is a final order of the Court with the Judge's electronic signature, date and time of entry located at the top of the first page of this document.*

APPROVED AS TO FORM AND CONTENT:

/S/ J. Ramzi Hamady

**J. RAMZI HAMADY**

**Attorney for Respondent**

*Electronic signature affixed with written*

*Permission on the 9<sup>th</sup> day of April, 2026.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 17<sup>th</sup> day of March, 2026 a true and correct copy of the foregoing, DECREE OF DIVORCE was served, as follows:

J. Ramzi Hamady

Attorney for Respondent

**Via Utah ECF electronic Filing**

**and email** Ramzi@hawkesquam.com

/S/ Daniel S. Drage

**DANIEL S. DRAGE**

**Attorney for Petitioner**