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**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

ISAAC MAEDA-MERCADO,

and

STEPHANIE MAEDA.

DIVORCE DECREE

Case No. 254900909

Judge: Craig Hall

Commissioner: Brandon Richards

This matter came before the Court on the Petition for Divorce filed by ISAAC MAEDA-MERCADO ("***Petitioner***" or "***Isaac***") and Counterpetition filed by STEPHANIE MAEDA ("***Respondent***" or "***Stephanie***"). The Court having reviewed the pleadings and having entered its

Findings of Fact and Conclusions of Law, for good cause appearing, ORDERS, JUDGES, and DECREES as follows:

The parties are hereby granted a divorce, and their marriage is hereby dissolved upon the entry of this Decree, on the ground irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of the marriage impossible.

CHILDREN

1. The parties have one (1) minor child together. Namely:

a. B.V.F.M., born 01/21/2021.

CUSTODY

2. **Legal Custody:** Stephanie and Isaac shall each be awarded joint legal custody of the parties' minor child. Each parent may make routine day-to-day decisions during their time with the child. It is anticipated that parental decisions shall be required for major issues in raising the parties' child and in meeting their ongoing needs including, but not limited to, healthcare, education, and religious upbringing. If and when they arise, the parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. If the parties cannot agree upon an appropriate course of action the parties will participate in at least one good-faith session of mediation with an agreed upon mediator, with the parties equally splitting the mediator's fee. If the dispute is not settled through mediation, either party may ask this Court to review the parties' dispute. The Court may waive mediation in the event of an emergency.

3. **Physical Custody:** It is in the best interests of the parties' minor child that Stephanie be awarded primary physical custody, with Isaac receiving parent-time as the parties can agree in writing. If they do not agree, Isaac shall have parent-time as follows:

- a. Week 1: Friday (or 9am if there is no school) after school until Saturday morning at 11am.
- b. Week 2: Friday after school (or 9am if there is no school) until Sunday evening at 6:30pm.
- c. Isaac may pick the child up from school at the commencement of his parent-time.

4. If Isaac moves within 15 miles of the child's school, he shall begin exercising parent-time as the parties can agree in writing, but if they do not agree, he shall exercise joint physical custody, with parent-time consistent with Utah Code § 81-9-303, with Isaac exercising his midweek taking place on Thursday so that Stephanie has a full weekend of parent-time. Once Isaac begins exercising parent-time under this code section, if he exercises his parent-time consistently for the first 6 months, the parties shall return to mediation with a mutually agreed upon mediator to determine if it is appropriate that Isaac graduate to a 50/50 parent-time schedule consistent with § 81-9-305 of the Utah Code, with each parties splitting the mediator's fee equally. If the parties do not agree to increase Isaac's parent-time to 50/50 at mediation, then Isaac may file a petition to modify without the need to allege a material or substantial change in circumstance.

PARENTING PLAN

5. **Holidays:** The parties shall exercise holiday parent-time as they may agree, but in the event that they do not agree, holiday parent-time shall be in accordance with Utah Code §81-9-

302, with Stephanie being designated as the custodial parent and Isaac being designated as the non-custodial parent. Once Isaac commences exercising parent time pursuant to Utah Code §81-9-303 the holiday schedule will be in accordance with Utah Code §81-9-303.

6. **Summer Parent-time:** If Isaac is exercising less than 50/50 parenting time, summer parent-time shall be according to Utah Code 81-9-303(7)-(8), with Isaac designated as the non-custodial parent. Should Isaac parent-time increase to 50/50, the parties shall exercise summer parent-time according to Utah Code 81-9-305(5).

7. **School:** The child shall attend school based on Stephanie's residence.

8. **GENERAL PRINCIPLES.**

- a. **Court Orders Govern:** The parties recognize they must follow this Decree and other applicable court orders in this case and that neither party gets to make their own rules at any point.
- b. **Flexibility in Co-Parenting:** The parties understand that flexible co-parenting reduces conflict and creates a healthy environment for the child. Therefore, the parties agree to be reasonably flexible in co-parenting the child.
- c. **Speaking Positively about the Other Parent:** The parties acknowledge that speaking negatively of the other parent only harms and confuses the child. The child views themselves as half of each parent. Therefore, the parties will speak well of the other parent in front of the child. The parties will not malign or speak negatively of the other parent to the child, nor will they speak negatively of the other parent to any third party where there is any risk of the child hearing what is being said. Children do not need to hear about character flaws of the other parent.

- d. **The Child is Not a Tool for Discovery:** The parties shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.
- e. **The Child is Not a Counselor:** The parties shall not use the child as a confidante to counsel with about their own personal problems related to the other parent.
- f. **The Child is Not a Messenger:** The parties shall not use the child as a messenger. Any issues that need to be discussed must be discussed between the parties outside the presence of the child.
- g. **Increased Flexibility as the Child Grows:** As the child grows up and matures, their needs and interests will change. The parties will use their best efforts to coordinate with the other parent to ensure the child can engage in those appropriate activities they find most fulfilling. The parties understand that as the child gets older, they may require more freedom and the parties may need to be more flexible, avoiding placing the child in the middle of a tug-of-war between parents. Nevertheless, absent an agreement between the parties, the parties must follow this Decree and other applicable court orders, if any.
- h. **Maintaining Similar Schedules:** The parties should try to maintain similar schedules for the child in order to create continuity for them, including mealtimes, homework schedules, bedtimes, curfews, and other routines. Similarly, the parties shall ensure that they provide as much or more emotional support, time, and affection to the child as they were used to prior to the commencement of this case.
- i. **Maintaining Similar Methods of Discipline:** The parties should try to maintain

similar styles of discipline for the child so as to allow the child predictability.

- j. **Exposure to Media:** Neither party shall expose the child to media that is inappropriate for them.
- k. **Advisory Guidelines:** The Advisory Guidelines of Utah Code §81-9-202 shall be binding upon the parties unless otherwise conflicting with terms herein.

9. COMMUNICATION & INFORMATION.

- a. **Communication with the Child:** Both parties shall be entitled to reasonable, uninterrupted and unmonitored telephone, virtual, text, or other reasonable contact with the minor child at reasonable hours and for reasonable durations (which shall be based upon the child's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the child. Similarly, each party shall enjoy unmonitored mail and email contact with the child. Neither party shall use communication with the children to unreasonably disrupt the other parent's exercise of parent-time.
- b. **Communication Between Parents:** Communication about adult issues shall occur between the parties only. This means that in the event that one or both of the parties remarries or finds a significant other, the parties will continue to communicate with one another and not communicate instead through their new spouse, a significant other, or any other third party. Similarly, the parties shall not include their spouse, significant other, or a third party in the discussions between the parties about the child. Communication between co-parents shall be peaceful, civil, and non-abusive.

- c. **Method of Communication:** The parties shall communicate as they both feel comfortable; however, either parent may limit communication to email or text message and the other parent must comply.
- d. **Response Time and Frequency of Communication:** When a parent receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within 24 hours. However, the parties shall not be overbearing or excessive in the length or frequency of their messages. They shall only communicate with each other when necessary, communications shall be focused on the child, and they shall avoid pettiness and disputes, understanding that sometimes messages can be read in a negative tone or manner that was not intended by the other parent.
- e. **Relationships with the Child's Support Personnel:** Each parent is responsible for creating their own relationships with the child's teachers, doctors, coaches and friends, and shall not rely on the other parent's relationship with these individuals. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other parent to fulfill this provision. However, the parties shall freely exchange information pertinent to the child consistent with this Parenting Plan, or when asked by the other parent.
- f. **Child's Illnesses:** The parties shall notify the other parent immediately in the event of a medical emergency or when the child is ill. The parties shall not use the

child's illnesses as an excuse to interfere with parent-time. Both parents are competent to care for the child during illness. Nevertheless, the child's comfort shall be placed ahead of the parties' own desires. The parties will give details on medication for the child and any dosages necessary. Each party shall administer medicine as instructed by the child's medical or other professional.

- g. **Access to Information:** Each party shall have absolute and complete access to all educational and medical records of the child. Each party shall be listed as a parent on the child's school, medical, extracurricular, religious, and all other records.

10. ACTIVITIES

- a. **Attending the Child's Activities:** Both parties have the right to know about and attend all school, religious, and extra-curricular activities of the child, regardless of whether such activities occur during their parent-time schedule.
- b. **Child's Attendance at Special Events:** The parties shall make reasonable efforts for the child to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies). The party requesting an accommodation shall provide options for make-up parent-time with their request so the other parent does not lose parent-time.
- c. **Listening to the Child's Interests Regarding Activities:** It is both parents' responsibility to ensure that the child has the opportunity to be exposed to many good activities. Where either parent withholds exposure because they don't want

to lose their child to such activities, it is ultimately the child who loses. Therefore, it is encouraged that both parents cooperate and listen to the child's wishes and desires regarding the activities the child would like to participate in. Both parties recognize that the activities the child is involved in must be comfortable for the child and that the parent's preferences, interests, and needs are inferior.

- d. **Parents' Discussion about Potential Activities:** Where a conflict in parent-time is likely to arise because of the child's enrollment in an activity, the parents shall discuss any proposed changes to the parent-time schedule with the other parent prior to talking with the child about such activity that they want them to be involved in.
- e. **Unilateral Enrollment of the Child in Activities:** Either parent can enroll the child in activities that do not require involvement of the other parent. By doing so, the parties recognize the other parent will not be sharing the cost and the activity shall not interfere with their parent-time.
- f. **Homework:** Both parties shall help the child complete any homework the child has received during their parent-time.

11. TRANSPORTATION, TRAVEL, AND LOCAL RELOCATION.

- a. **Pick Up and Drop Off:** The parent receiving the child shall be responsible for picking the child up at the other parent's residence for parent-time. The parties shall make every effort to be on time for parent-time exchanges; on the rare occasions they are going to be late, they shall let the other party know in advance via phone call or text message.

- b. **Importance of Being On Time:** The parties recognize and understand that the other parent has plans, schedules, and other constraints on their time. Each party shall be considerate of this by demonstrating routine timeliness and have the child ready for pick-up at the designated time that parent-time is to begin.
- c. **Behavior During Parent-Time Exchanges:** Parents shall keep communications positive during parent-time exchanges. The parents recognize that it is healthy for the child to see their parents have positive interactions with each other. Parent-time exchanges should be brief and without fanfare or drama. Parent-time exchanges are not the place to resolve disputes or discuss substantive issues regarding the child, regardless of whether the child can hear the conversation.
- d. **Traveling with the Child:** The parties shall follow Utah Code §81-9-202(19) of in regard to travel and vacations with the child. Namely, whenever the child travels with either parent, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (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. When travelling, the parent will make reasonable efforts to facilitate communication with the other parent. If the child requires a passport for travel, both parties will assist in obtaining such passports. Both parties shall ensure that they have the proper equipment (i.e. car or booster seat), that it is properly installed, and that the child is properly secured in the equipment during transportation.
- e. **Change of Contact Information:** The parties shall provide one another with

current contact information within 24 hours of any local change of address, a new telephone number, or new email address.

12. MUTUAL RESTRAINING ORDERS

- a. **Communication:** Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, (a) insulting the other parent, pointing out the other parent's weaknesses or flaws, or speaking derogatorily about the other parent in the presence of the child or anywhere near the child's presence; (b) speaking to the child about the issues in this case; (c) attempting to influence the child's preferences regarding custody or visitation; (d) or attempting to diminish the love and affection of the child for the other parent or the other parent's family members.
- b. **Harassment:** Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.
- c. **Drugs and Alcohol:** Both parties shall be mutually restrained from using illicit drugs, prescription drugs except as prescribed, or drinking alcohol to the point of intoxication during the exercise of parent-time.
- d. **Physical Presence:** Both parties shall be mutually restrained from driving by one another's residences except for a purpose outlined under this Decree, entering one another's residences, or coming onto the property of one another's residences without express permission.

- e. **Third Parties:** Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this Parenting Plan and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove the child from such circumstances. Each party shall use their best efforts to control their own extended family and others and ensure that their conduct and behavior around the child are consistent with these terms.

13. SIGNIFICANT OTHERS

- a. The parties understand that it can be detrimental to the child to introduce them to multiple significant others. The parties shall not introduce the child to their significant others until appropriate, and until they have established a committed relationship with such significant other. Significant others are not parents and shall not assume any role in the parenting of or the discussing of the child with the other parent.

14. RIGHT OF FIRST REFUSAL

- a. Both parties shall be awarded the right of first refusal if there is surrogate care for the minor child for an overnight period. The ROFR shall not prevent the child from having occasional sleepovers with friends and family members.

RELOCATION

15. If either party moves more than 150 miles from the other parent, they must follow all provisions outlined in Utah Code §81-9-209.

CHILD SUPPORT

16. The parties shall be ordered to pay child support as calculated and determined pursuant to the Uniform Child Support Guidelines and the laws of the State of Utah.

17. At present, Stephanie is employed earning a gross monthly income of \$4,532.

18. At present, Isaac is self-employed and is imputed to a gross monthly income of \$6,500.

19. Isaac's child support obligation shall be \$646 based on a sole custody calculator for one minor child. Child support at this amount shall commence March 24, 2026. If Isaac begins exercising parent-time consistent with § 81-9-303 of the Utah Code, as detailed above, his child support obligation shall adjust to \$448 per month on the first day of the month following the date he begins exercising parent-time under that statute.

20. Unless the court orders otherwise, support for a child shall terminate at the time: (1) the 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, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §78A-6-801.

MEDICAL EXPENSES & INSURANCE COVERAGE

21. Stephanie currently carries health insurance for the minor child. Stephanie will continue to provide health insurance for the benefit of the minor child so long as it is available at a reasonable cost through their employer.

22. Each party shall pay one-half of the out-of-pocket cost of the medical, dental and orthodontic insurance premium or costs actually paid by a parent for the child's portion of the medical and dental insurance as provided in Utah Code §81-6-208. If the parties each cover the children with insurance coverage and incur an actual cost for such insurance, they shall each pay

their own insurance premiums and contribute nothing to the other.

23. Pursuant to Utah Code §81-6-208(9), at any time when the parties are sharing the cost of a health insurance premium, the child's portion of the premium is a per capita share 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 coverage.

24. Both parents shall share equally in all routine medical and dental expenses actually paid, whether covered or only partially covered by insurance (including but not limited to one-half of expenses for copays, prescriptions, surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, physical therapy, ophthalmology, optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, etc.) as well as other reasonably necessary uninsured medical and dental expenses of the minor child, in accordance with Utah Code §81-6-208.

25. The party incurring a healthcare expense on behalf of the parties' minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email.

26. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

27. 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 the above verification within the thirty-day time period.

28. Pursuant to Utah Code §15-4-6.7 and §81-4-406, when a court order has been entered providing for payment of medical expenses of a minor child, a creditor who has been provided

with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, the parties shall cooperate in providing a copy of this Decree to any creditors, notify the creditors of their current address, and inform the creditor that they cannot make a claim for unpaid medical expenses or make a negative report against a party who has paid their one-half share of the child's medical expenses.

29. Petitioner and Respondent shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

30. The parent who maintains health insurance shall provide verification of the coverage to the other parent, upon initial enrollment of the child, and thereafter on or before January 2nd of each calendar year.

31. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

CHILDCARE

32. Pursuant to Utah Code §81-6-209, the parties shall share equally the actually-incurred, reasonable work-related childcare expenses performed by a childcare provider.

33. Pursuant to Utah Code §81-6-209(2)(a), if a party incurs a childcare expense for the parties' minor child, they shall provide written verification of the childcare provider and the cost and payment of the childcare expense to the other parent within thirty (30) days of incurring such expense. If written verification of the cost and identity of the provider are not provided within 30 calendar days, the party incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses. Written verification may be

sent by text message or email.

34. The other party shall have thirty (30) days from receiving notice to reimburse the party who incurred the expense.

EXTRACURRICULAR ACTIVITIES AND SCHOOL EXPENSES

35. The parties shall pay one-half of any and all school expenses (preschool, registration fees, testing fees, field trips, school supplies, class fees, school activity or sports fees, school clothes, etc.) and reasonable extracurricular activities. The children shall continue to participate in the same extracurricular activities they've been historically involved in. For a new extracurricular activity, both parties must agree in writing to the activity for it to be subject to reimbursement, but neither parent shall unreasonably withhold permission for the children to participate in such activities. Written verification may be sent by text message or email. It is anticipated that the child will participate in at least one extracurricular activity per season that each parent will be financially obligated for, and that there may be some overlap in extracurricular activities from one season to the next. The parties are obligated to take the children to all practices, games, or events associated with the extracurricular activity they are participating in, so long as their participation is consistent with this paragraph. The party incurring a school or extracurricular expense on behalf of the parties' minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

ASSETS AND DEBTS

36. **Real Property:** During the parties' marriage, the parties acquired interest in certain real

property located at 2555 Iowa Ave., Ogden, Utah 84401. The parties shall list the home for sale once the child has completed this school year at the end of April 2026. At that time, the parties shall agree upon a real estate agent to immediately list the home for sale. If they cannot agree upon a real estate agent, then Isaac shall propose the names of three potential real estate agents to Stephanie and Stephanie shall select one of the three within 5 business days.. If Stephanie does not select an agent within this time frame, Isaac may select the agent of his choice. Both parties shall have full and complete access to any and all information from the agent. The parties shall follow the advice of the real estate agent in making repairs, staging, pricing, accepting offers, and otherwise getting the home sold as soon as practicable. The parties will attempt to sell the home as close to “as-is” as possible, however, if that is not practical, and in following the advice of the real estate agent, the parties shall share equally in all costs of repairs necessary to get the home in a saleable condition, including the plumbing issue that currently exists. The parties shall cooperate without delay with the real estate agent, the title company, and in any other way necessary to get the home sold. The proceeds of the home shall be applied as follows:

- a. The mortgage, HELOC, and any other encumbrance associated with the home shall be paid;
- b. Commissions, fees, closing costs, and all other expenses associated with the sale of the home shall be paid;
- c. The medical debt related to Benjamin’s birth shall be paid in full, which totals approximately \$2,000;
- d. Stephanie shall receive an additional \$3,000 of the home equity to buy out her interest in the business described below;

e. The remaining proceeds shall be divided equally between the parties.

37. Until the home is sold, the parties shall share equally in paying the mortgage and taxes associated with the home.

38. The parties own a parcel of land in Mexico. The parties shall agree upon a real estate agent or other appropriate professional to immediately list the land for sale. If they cannot agree upon an agent, then Isaac shall propose the names of three potential agents to Stephanie and Stephanie shall select one of the three within 5 business days. If Stephanie does not select within this time frame, Isaac may select the agent of his choice. The parties shall follow the advice of the agent in pricing, accepting offers, and otherwise getting the land sold as soon as practicable. Both parties shall have full and complete access to the agent and any and all information from the agent. Once the home is sold, the proceeds shall be divided equally between the parties. The parties acknowledge that selling the Mexico property may be a contractual impossibility.

39. **Business:** In exchange for the \$3,000 buyout listed above, Isaac shall be awarded 100% of the marital interest, 100% of the marital value, 100% of the marital income, and 100% of the property owned in Coco Painting. Isaac shall be responsible for any debt, obligation, or responsibility associated with such business, holding Stephanie entirely harmless thereon.

40. **Personal Property:** Division of personal property has already been perfected, with each party currently having in their possession that which they will take with them after this divorce is finalized except that Isaac shall be awarded the following items of personal property:

- a. 70" TV with wall mount
- b. Aztec calendar
- c. Longboard
- d. Washer and Dryer

- e. His items contained in the memory box
- f. Heat presser and accessories
- g. Half camping gear, equipment, and accessories
- h. Remaining personal items like shoes and clothing
- i. White oak desk
- j. Futon
- k. Black book shelf
- l. Music equipment and instruments
- m. Indoor garden equipment and accessories
- n. Katana
- o. Half garden tools and lawn equipment
- p. Snowboarding gear and equipment
- q. Large cooler

41. The parties shall immediately close any and all joint checking, savings, credit, or other accounts.

42. **Debts:** The parties will each assume and hold the other harmless from liability on debts in their respective names.

43. If either party is obligated on a debt the other party's name is on, the payment of that debt must remain current. For secured debt that the other party's name is on, 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 other party from further harm. If the other party makes payment on a delinquent debt in order to protect his or her credit rating, that party may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from party

that was obligated to pay such debt.

44. Each party shall be responsible for any debt individually incurred after the date of separation.

45. The parties shall be ordered to notify their respective creditors in a reasonable and timely manner regarding their respective assumption and liability of their separate debts and obligations.

RETIREMENT ACCOUNTS

46. Both parties shall be awarded the retirement held in their respective names, if any.

ALIMONY

47. Neither party shall be awarded alimony past, present, or future.

TAXES

48. The parties shall rotate claiming the minor child for tax purposes each year, with Stephanie claiming for odd numbered years beginning in 2025 and Isaac claiming for even numbered years starting in 2026. The parties shall cooperate and ensure that any stimulus payments, advance child tax credits, or other payments associated with the child they are claiming for tax purposes in a given year is given to the intended parent, regardless of which address the money is sent to or what bank account it is deposited in. If either party is not current on their child support or other obligations, they shall not be entitled to claim the exemption. An exemption may not be awarded to a parent unless the award will result in a tax benefit to that parent.

49. The parties will file their taxes for the 2025 tax year separately, with each party being solely awarded any refund or obligation associated with their own tax return.

MISCELLANEOUS

50. **Cooperation:** Stephanie and Isaac shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

51. **Last Name:** Stephanie may be restored to her maiden name, if she so desires.

52. **Attorney Fees and Costs:** Each party will bear their own respective attorney's fees and costs associated with this matter.

53. **Mediation:** The parties understand that future modifications to this Divorce Decree may become necessary and that prior to filing any petition to modify the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

End of Document – Court's Signature Appears at top of First Page

Respectfully submitted by:

Robertson Alger & Spjute

/s/ Travis J. Robertson

TRAVIS J. ROBERTSON, ESQ.

Attorney for Petitioner

Approved as to form and content:

/s/ Trevor D. Osborn

TREVOR D. OSBORN, ESQ.

Attorney for Respondent

E-signature added with permission