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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Marriage of: ASHLEE MORRIS, Petitioner,	<u>DECREE OF DIVORCE</u>
and	Case No. 254900963
JONATHAN MORRIS, Respondent.	Judge: Camille Neider Commissioner: Christina Wilson

Petitioner, **ASHLEE MORRIS** (hereinafter "Ashlee"), by and through her counsel of record, Rand Lunceford of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DIVORCE

1. The parties shall be granted a Decree of Divorce, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

CHILD CUSTODY, PARENT-TIME, & RELATED ITEMS

2. The parties have two minor children: L.M. (born March 2010) and T.M. (born November

2012).

3. The parties shall share joint legal custody of their minor children.

4. The parties shall abide by the terms of the following Parenting Plan:

a. Decision-Making Process

i. With respect to minor day-to-day decisions, the parent in charge of the children 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 children, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

ii. Emergency decisions shall be made by the parent who the child/ren is/are with at the time of the emergency. In the event of an emergency involving any child, the other parent shall be notified as soon as reasonably possible.

iii. L.M. shall continue to attend Fremont High School through graduation, unless otherwise agreed upon by the parties in writing or ordered by the Court.

iv. 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 children, the parties shall adhere to the following dispute resolution procedure:

1. 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.
2. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
3. 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.
4. 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.
5. 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.
6. Court Review: If the parties still cannot agree either party

may bring the issue before the court.

7. No Undue Delay: either party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

8. 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.

b. Communication

i. Between the Parties: The parties will discuss all parenting concerns via Our Family Wizard and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

ii. Between the Parties and Children: Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of virtual parent-time. The parents may initiate communication with the children when they are with the other parent, provided that all such communication shall be at reasonable times and of reasonable frequency and duration. The children may initiate communication with the parent they are not with at their sole option and election, with all such communication to be at reasonable times and of reasonable frequency and duration. The parties should exchange and provide passwords and access codes for the

children's phones so that each parent has full access to the children's devices.

c. Miscellaneous Parenting Provisions

- i. Relocation: The parties will be bound by the 60-day notice requirements of Utah Code § 81-9-209 if any party moves more than 20 miles from the children's school.
- ii. Travel: When the children travel with either parent overnight, all of the following will be provided to the other parent:
 1. An itinerary of travel dates;
 2. Destination;
 3. Places where the children or traveling parent can be reached; and,
 4. The name and telephone number of an available third person who would be knowledgeable of the children's location.
- iii. Notification of Children's Events: The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in.
- iv. Special Events: Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the

children or in the life of either parent which may inadvertently conflict with the visitation schedule.

- v. Both parties shall have full and equal access to T.M.'s school Acellus Primary Account, including all educational data, information and materials. If both parties do not currently have equal and full access, the parties shall cooperate in order to take any action (including but not limited to completing and signing any forms) in order to effectuate this provision; which shall be completed within one week of the date of the Stipulation.

d. Mutual Restraints

- i. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children 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 children 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 children.
- ii. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that

the children 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.

- iii. The parties shall not make disparaging remarks to one another or to their children 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.
- iv. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent is being disparaged in any way.
- v. The parties shall not leave the minor children unsupervised with Scott Decker.

e. Expenses

- i. 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 children may be involved in. The parties shall pay the providers directly, if possible, with payment being timely made on the due date. 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.

ii. 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, etc.) incurred during the time leading up to and including high school. The parties agree that 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.

5. The parties are awarded joint physical custody of their minor children.

6. The parties shall share parent-time with the minor children according to the following:

a. Regular parent time alternated on a week-on/week-off basis, with the parties exchanging the children on Sundays at 7:00 p.m. The children shall remain in the care and custody of the party whose week of parent time it is, and during this time the other party (who is not entitled to parent time during that week) shall not interfere with the parent time, either by picking the children up from school, activities, or from the residence of the party whose week of parent time it is.

b. Holiday parent time shall be as set forth in the following schedule:

Holiday	Holiday Time Period	Years Ashlee is Granted Holiday	Years Jonathan is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering 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.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed;	Even years	Odd years

	<p>or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following President's Day; or</p> <p>(b) at 8 a.m. on the day following President's Day if there is no school.</p>		
Spring Break	<p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of spring break; or</p> <p>(b) at 8 a.m. on the day following the end of spring break if there is no school.</p>	Odd years	Even years
Memorial Day	<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed;</p> <p>or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Memorial Day; or</p> <p>(b) at 8 a.m. on the day following Memorial Day if there is no school.</p>	Even years	Odd years
Mother's Day	<p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>	Mother's Each Year	
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>	Father's Each Year	
Independence Day	<p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>	Odd years	Even years
Pioneer Day	<p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>	Even years	Odd years
Labor Day	<p>(1) Holiday begins on Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed;</p> <p>or</p> <p>(c) 6 p.m. at the election of the parent granted</p>	Odd years	Even years

	<p>the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>		
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>	Even years	Odd years
Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>	Odd years	Even years
Halloween	<p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(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>	Even years	Odd years
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>	Odd years	Even years
Thanksgiving	<p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school.</p>	Even years	Odd years
Winter Break (First Half)	<p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day on that school dismisses for winter break; or</p> <p>(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.</p>	Odd years	Even years

	(2) Holiday ends on December 27th at 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even years	Odd years
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 after Juneteenth National Freedom Day	Even Years—Ashlee	Odd Years—Jonathan

c. Extended summer parent-time shall be as follows:

i. Each party is entitled to 3 additional days of extended parent time with the minor children, to be exercised consecutively and contiguous with their regular week of parent time.

ii. Notice of extended summer parent time dates shall be provided as follows:

1. Commencing with the 2026 calendar year and even-number years thereafter, Jonathan will provide written notice of his extended summer parent time dates on or before May 1st and thereafter, Ashlee will provide written notice of her extended

parent time dates on or before May 15th.

2. Commencing with the 2027 calendar year and odd-number years thereafter, Ashlee will provide written notice of her extended summer parent time dates on or before May 1st and thereafter, Jonathan will provide written notice of his extended parent time dates on or before May 15th.

3. If a parent fails to provide a notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their elections take precedence.

iii. Neither party may exercise any of their extended parent time over a holiday that belongs to the other parent for that year.

d. In connection with all parent time, the following shall apply:

i. Transportation for parent time exchanges shall be handled as follows:

1. The party whose parent time is ending is under an affirmative duty to transport the children to the party whose parent time is beginning. In connection with this, the party whose parent time is beginning is under an affirmative duty to be available to receive the children at the beginning of their parent time.

2. Parent time exchanges shall be curbside at the parties' respective residences.

ii. Both parties are responsible to ensure the children's timely arrival to and attendance at school on their parent time days. Both parties are responsible to ensure the children's timely arrival to and attendance at all mandatory school events and activities, as well as all agreed-upon extracurricular activities; during their parent time.

7. Commencing the month of May of 2026, Respondent, **JONATHAN MORRIS** (hereinafter "Jonathan"), shall pay base child support in the sum of \$669.00 per month. This child support figure is based upon utilizing a joint physical custody worksheet with Ashlee assigned 183 overnights, Jonathan assigned 182 overnights, Ashlee's gross monthly income of \$3,115.00 and Jonathan's gross monthly income of \$12,267.00 (VA income of \$3,776.00 per month and regular income of \$8,491.00 per month). Child support shall be paid in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

8. Jonathan will continue to provide the health insurance coverage on behalf of the minor children provided it is available to him through employment at a reasonable cost. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the children's portion of insurance premiums. Any party who carries insurance on behalf of the children shall provide verification of coverage upon enrolling the children and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards and claim forms. In addition, they shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30)

days of the date they first knew of or should have known of that change.

9. Pursuant to UCA Section 81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor child(ren); including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance with UCA Section 81-6-208; together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

10. Due to the ages of the children, there is no need for daycare, therefore no daycare expenses.

11. The tax deductions for the minor children shall be handled as follows:

a. Commencing the 2026 calendar tax year, Jonathan is awarded the state and federal tax deductions for T.M. and Ashlee is awarded the state and federal tax deductions for L.M. until L.M. turns 18. When L.M. turns 18, the parties will alternate the state and federal tax deductions for T.M. with Ashlee being awarded the deductions for him in odd-number calendar tax years and Jonathan being awarded the deductions for him in even-number calendar tax years until he turns 18.

b. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332 and any other forms required by the IRS in order to release the tax exemption to the other party for the year(s) which they are entitled to claim. Any such form(s) shall be completed by the parties and exchanged on or before February 15th of each year.

REAL PROPERTY

12. The marital home and real property located at 2716 West 3430 North in Farr West, Utah shall be handled as follows:

a. The property shall be appraised by Gentry Lawson (Lifferth) within 30 days of the date of the Stipulation. Both parties shall cooperate with the appraisal, sharing equally the cost of the appraisal. Once the appraisal is completed and a report issued, the parties agree that the property value per the appraisal will establish the fair market value of the property. Thereafter, the existing mortgage balance and HELOC balance as of the date of the appraisal (or the closest date thereto) will be subtracted from the fair market value of the property, which figure will establish the net equity in the property. This net equity figure will be divided in half, with one-half (1/2) of the net equity awarded to Ashlee as and for her share of the equity in the property.

b. Pending completion of either a buyout or sale as addressed below, temporary use and occupancy of the property shall be as follows:

i. Ashlee may continue to reside in the property pending completion of a buyout or sale as follows:

1. In the event of a buyout, she shall vacate the property within 30 days of the date she is paid her share of the equity as calculated at Paragraph 12(a) above.
2. In the event of a sale, she shall vacate the property in conjunction with the sale.

3. At all times that Ashlee is residing at the property, she shall be solely responsible for all utilities and routine/regular upkeep and maintenance in connection with the property.

ii. In the event of a buyout, when Ashlee vacates the property, Jonathan is awarded sole and exclusive use and possession of the property.

c. Within 90 days of the date of entry of the Decree of Divorce, Jonathan shall refinance, assume or otherwise finance the HELOC on the property in order to remove Ashlee from the obligation and to pay to Ashlee her share of the equity, as set forth above; with Ashlee to cooperate with this process, including completing and signing any necessary forms/documents.

d. Upon removing Ashlee from the HELOC obligation and tendering to Ashlee her share of the equity in the property, Jonathan is awarded the property as his sole and separate property free and clear of any claim or interest of Ashlee, together with all equity therein and subject to all debt and encumbrance thereon. In conjunction with this, Ashlee shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Jonathan in its entirety.

e. Should Jonathan fail to remove Ashlee from the HELOC obligation and pay to Ashlee her share of the equity in the property as calculated and set forth at Paragraph 12(a) above in accordance with the deadlines as set forth at Paragraph 12(c) above; then the property shall be promptly listed for sale and

sold. In the event of a sale of the property, the following provisions shall apply:

- i. The property shall be placed/listed for sale with a mutually selected and agreed-upon realtor. Both parties must mutually agree to the listing price. All offers and/or counter-offers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.
- ii. Any repairs required by law as a condition to sell shall be shared equally by the parties.
- iii. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.
- iv. Ashlee may continue to reside in the property until it is sold, being solely responsible for all utilities and routine/regular upkeep and maintenance in connection with the property; keeping the property in marketable condition.
- v. Upon the sale of the property, the sale proceeds shall be used to pay in full and retire the mortgage and HELOC loans; together with paying the costs of the sale, including closing costs and commissions.

Once these obligations are satisfied and the sale costs paid, the parties shall divide the net sale proceeds equally, with each party being entitled to one-half (1/2) of the net proceeds from the sale.

PERSONAL PROPERTY

13. Within 60 days of the date of the Stipulation, the parties agree to work cooperatively and in good faith in order to equitably divide items of personal property at the residence identified at Paragraph 12 above. In connection with this, the following shall apply:

- a. Any items which are agreed upon by the parties shall be awarded to the party whom it was agreed to receive the item.
- b. If the parties are unable to agree regarding any item, they will return to mediation first, before going to Court, to attempt to resolve any such dispute(s) in good faith. The mediator will be mutually agreed upon, with the parties to share equally the cost of the mediator.
- c. If the parties are unable to reach an agreement regarding any disputed item(s) in mediation, either party may have the issue of division and/or valuation of any disputed item(s) decided by the Court. In connection with any disputed item(s), the item(s) shall be safeguarded at the residence until there has either been a written agreement from mediation regarding the disputed item(s) or an order/decision from the Court regarding the disputed item(s).
- d. In the event of a dispute or disagreement regarding any item(s) of personal property, such a dispute or disagreement is a standalone issue and will not

form a basis to void or otherwise rescind or change any of the terms the global divorce settlement as set forth in the Stipulation. In connection with this provision, if it is necessary for the parties to return to Court in order to have a trial or other Court proceeding/hearing to address division of the personal property, it is stipulated herein that, the issue of division of the personal property is specifically reserved and shall therefore be subject to future order of the Court.

14. The dirtbike is awarded to the parties' daughter L.M. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to sign title of the vehicle over to her.

15. T.M.'s dirtbike was sold. Jonathan is currently safeguarding the sale proceeds, which shall be applied toward a replacement dirtbike for T.M.

16. Ashlee shall have temporary use and possession of the leased 2023 Kia Sorrento until she vacates the residence as addressed at Paragraph 12 above, at which time she shall turn the vehicle over to Jonathan; including the low jack and two key fob sets. Ashlee shall be solely responsible for all maintenance and repairs in connection with the vehicle during the time that she has use and possession of the vehicle. She is also solely responsible for any damage to the vehicle in excess of normal wear and tear, with the exception of two existing dents on the metal piece between the windshield wiper and passenger side door.

17. Jonathan is awarded the 2000 Ford truck, utility trailer, 2000 Honda and the washer and dryer (both located at the residence identified at Paragraph 12 above) as his sole and separate property free and clear of any claim or interest of Ashlee. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

DEBTS

18. The debts shall be divided as follows:

- a. Ashlee
 - i. Any credit cards solely in her name, any debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on 8/13/25; and
 - ii. Her own medical and dental expenses.
- b. Jonathan
 - i. Kia (Sorrento Lease);
 - ii. TSP Loan;
 - iii. Discover credit card;
 - iv. GWCU credit card;
 - v. SBL loan;
 - vi. Lending Point;
 - vii. Lowe's credit card;
 - viii. VA debt;
 - ix. An other credit cards solely in his name, any other debts incurred solely by him and/or in his name, and any other debts incurred solely by him since the date of separation on 8/13/25; and
 - x. His own medical and dental expenses.
- c. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

d. The loan owing to Midland for the mortgage on the real property identified at Paragraph 12 above shall be handled as follows:

- i. The loan is solely in Jonathan's name but is a marital obligation.
- ii. Jonathan shall continue to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 12 above.
 1. In the event of a refinance/other financing/assumption, Ashlee will be removed from the obligation and Jonathan will be solely responsible for the obligation.
 2. In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

e. The loan owing to WPCU for the HELOC on the real property identified at Paragraph 12 above shall be handled as follows:

- i. The loan is in both parties' names and both parties are jointly obligated on the loan.
- ii. Jonathan shall continue to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 12 above.
 1. In the event of a refinance/other financing/assumption, Ashlee will be removed from the obligation and Jonathan will be solely responsible for the obligation.

2. In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

RETIREMENT & INVESTMENT ACCOUNTS

19. The retirement and investment accounts will be handled as follows:

- a. Ashlee does not have any retirement or investment accounts in her name.
- b. Jonathan's TSP account shall be handled as follows:
 - i. Ashlee is awarded the total sum of \$50,000.00 from the account.
 - ii. Ashlee's share of the account shall be allocated to her via QDRO or other Court order or means of transfer required by the Plan.
 - iii. No transfers, withdrawals or loans shall be made or taken from the account until the QDRO is implemented or the transfer to Ashlee is completed.
 - iv. After implementation of the QDRO or completion of the transfer to Ashlee, the remaining balance of the account is awarded to Jonathan as his sole and separate property free and clear of any claim or interest of Ashlee.
- c. Ashlee is awarded a *Woodward* share of Jonathan's FERS pension, to be allocated to her via QDRO.
- d. All order(s)/(Q)DRO(s) and/or other forms required in order to effectuate division of the retirement accounts as set forth at Paragraphs 19 (b) and (c) above shall be prepared by Rori Hendrix, with the parties to share equally the

preparation costs. The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any forms and/or other documents required in order to complete division of the accounts. All division orders shall be subject to both party's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by any plan in connection with implementation of any division order.

e. Jonathan is awarded the Coinbase account in his name as his sole and separate property free and clear of any claim or interest of Ashlee.

f. Within 30 days of the date of the Stipulation, the parties shall cooperate to arrange a date and time for Jonathan to look for the crypto wallet/seed phrase at the marital home identified at Paragraph 12 above. If the wallet/seed phrase is found, the account shall be accessed and divided equally between the parties, with each party awarded one half of the total value of the account on the date of division.

g. Jonathan is awarded his VA Disability payments and benefits as his sole and separate property free and clear of any claim or interest of Ashlee.

FINANCIAL ACCOUNTS

20. The financial institution accounts shall be handled as follows:

a. When Ashlee is removed from the HELOC loan, the joint WPCU (#0811 and #9411) accounts shall be closed. The parties shall cooperate in order to

complete and sign any forms necessary to close the accounts, which shall be completed within 30 days of the date of the date Ashlee is removed from the HELOC loan.

b. Each party is awarded all financial institution accounts in their own names as their sole and separate property free and clear of any claim or interest of the other party. Specifically, Ashlee is awarded her Venmo account, and Jonathan is awarded his GWCU (#6102) account.

TAXES

21. Taxes shall be handled as follows:

a. All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

b. The parties shall file joint state and federal tax returns for 2025, sharing equally any refund or liability. The returns shall be prepared via Tax Slayer, with the parties to share equally the cost to prepare and file the returns. Both parties shall cooperate in order to provide all documents and information needed in order to prepare and timely file the returns. Both parties shall have full access to the Tax Slayer account, with all passwords and login information to be provided to Ashlee by Jonathan. Both parties are entitled to review and sign off on the returns before they are filed. The returns shall be filed by 4/15/26. Any refund(s) received will be deposited into Jonathan's GWCU

(#6102), with Jonathan to promptly notifying Ashlee in writing when the funds are received and the amount received; and thereafter tender to Ashlee her one-half share of the funds within one week of receipt of the funds.

c. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

d. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

HEALTH, AUTO, & LIFE INSURANCE

22. Ashlee shall continue to be covered under Jonathan's health insurance policy until entry of the Decree of Divorce. Once the Decree is entered, Ashlee shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

23. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which

shall be completed within 30 days of the date of the Stipulation.

24. There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

ALIMONY

25. Commencing the first full month after Ashlee vacates the residence identified at Paragraph 12 above, Jonathan shall pay alimony to Ashlee in the sum of \$1,500.00 per month, for a term/period of nine years and six months. Alimony shall be paid in two equal monthly installment payments of one-half on or before the fifth of each month and one-half on or before the twentieth of each month. Alimony shall terminate earlier than the term set forth herein upon the death of either party, or upon Ashlee's re-marriage or co-habitation; whichever should first occur.

MISCELLANEOUS

26. At her sole option and election, Ashlee may be restored to her maiden surname of "Dawson".

27. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). Any and all communication between the parties shall be civil. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

28. Jonathan's two pending Motions to Enforce filed on 11/25/25 and 1/22/26 and pending

Motion to Extend Discovery filed on 2/9/26, together with all related claims, issues and defenses; are resolved fully and settled by the terms of the Stipulation.

29. Ashlee's pending Counter-Motion to Enforce filed on 1/27/26, together with all related claims, issues and defenses; are resolved fully and settled by the terms of the Stipulation.

30. The parties shall each pay their own attorney fees and costs incurred in this matter.

31. All claims and issues between the parties are settled of the date of the Stipulation. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

32. The enforcement hearing currently scheduled for 4/21/26, the discovery hearing currently scheduled for 4/28/26 and the pretrial currently scheduled for 5/12/26 are stricken.

33. Both parties shall execute all documents required in order to effectuate the terms of the Stipulation.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/ Colt Mund

Colt Mund

Attorney for Respondent

CERTIFICATE OF DELIVERY

I hereby certify that on this 4th day of May, 2026, I emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Colt Mund

433 North 1500 West
Marriott-Slaterville, Utah 84404

colt@utah-lawfirm.com

/s/ Eva Henery