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Attorney for Respondent, Seth Dayton LeCheminant

**IN THE SECOND JUDICIAL DISTRICT COURT
OGDEN DEPARTMENT
WEBER COUNTY, STATE OF UTAH**

In the matter of the marriage of:

SHAYLIN LECHEMINANT
Petitioner

and

SETH LECHEMINANT
Respondent

DECREE OF DIVORCE

Civil No 254901472

Judge Reuben J. Renstrom

Commissioner Brandon Richards

On August 22, 2025, Petitioner, Shaylin LeCheminant (“**Shaylin**”), filed a Verified Petition for Divorce (“**Petition**”). On November 3, 2025, Respondent, Seth LeCheminant (“**Seth**”), filed a Verified Counterpetition for Decree of Divorce (“**Counterpetition**”). The parties have been able to reach an agreement to resolve all issues related to the Petition and Counterpetition as evidenced by that certain Settlement Agreement (“**Agreement**”) executed by the parties and filed with the Court.

The Court, having reviewed the Agreement, and being familiar with the papers and pleadings on file herein, hereby ORDERS AND DECREES as follows:

The parties have experienced irreconcilable differences during their marriage and are hereby granted a Decree of Divorce, subject to the following provisions:

CHILDREN AND PARENTS

1. The following children have been born as issues of this marriage, to wit: A.L.L, born September 2022 and R.J.T.L., born September 2022; (collectively referred to as the “**children**” and individually as the “**child**”).

2. The parties are the legal mother and legal father of the children under Utah’s Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married.

LEGAL CUSTODY

3. The parties are awarded joint legal custody of the children, subject to the following parenting-plan:

a. Decision-making:

- i. Each of parent is empowered to make routine day-to-day and emergency decisions affecting the health or safety of the child without the consent of the other. However, each parent has a duty to promptly notify the other, as soon as possible, of any illness or injury requiring a doctor’s care.

ii. It is anticipated that parental decisions shall be required for major decisions, including but not limited to educational, medical, and religious issues in raising the child. Each parent is entitled to make minor decisions and the parents are not entitled to micromanage one another.

iii. If and when a major issue arises, the parents shall address the issues together. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parents may further elect to seek input from treating physicians or educators. Both parents shall be provided with such. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, the parties shall work in good faith to schedule a mediation at the soonest available date with the cost being equally shared by the parties. If the parties still cannot reach a joint decision at the mediation, Shaylin shall be entitled to make the presumptive decision to resolve the issue and shall provide Seth with written notice of said decision. Seth may file a motion for a review by the Court should Seth decide to challenge Shaylin's decision.

b. To the extent a party exercising parent-time is in need of overnight surrogate care, the party in need of the surrogate care shall be required to allow the other party to provide the care before anyone else. (the “**Right of First Refusal**”).

c. The party exercising the Right of First Refusal shall be responsible for all transportation related to exercising the Right of First Refusal.

d. The Right of First Refusal applies only when a parent will be unavailable to personally care for the children overnight and intends to place the children in the care of another. The Right of First Refusal does not apply to normal and reasonable social activities or family events, including but not limited to sleepovers with friends or overnight stays with relatives, when such activities occur during that parent's custodial time and the parent remains otherwise available and responsible for the children.

e. Whenever traveling with the child for two overnights in a row or overnight out of the state of Utah, each of the parents shall give to the other parent reasonable notice before leaving, and provide the following information: (a) an itinerary of travel dates and locations; (b) a telephone number whereby the parent can reach the child during travel; and (c) the best time for the parent to call the child or when the child will call the parent.

f. Communication:

i. Communication related to parenting between the parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship.

ii. The parents shall not use the child as a messenger but shall instead communicate with each other directly.

iii. The parents shall communicate as they both feel comfortable;

however, either parent may limit communication to email and phone text if one of the parents is being disrespectful or misquoting oral communications to the detriment of the other parent.

- iv. Each parent shall be entitled to telephone/virtual communication with the child at reasonable times, frequency, and duration. A party shall respond to any request for telephone/virtual communication from the other party within a reasonable time period.

Notwithstanding the foregoing, Seth shall be entitled to virtual parent-time with the children every Tuesday and Thursday at 7:00 p.m., via reasonable electronic means. In addition to the scheduled virtual parent-time, the children shall be permitted to initiate telephone or electronic contact with Seth at any reasonable time of their choosing. Neither parent shall interfere with, monitor, restrict, or discourage such communications.

- v. Each parent shall be entitled to correspond with the child through the mail, email or social media, and the other parent will not censor or otherwise interfere with such correspondence.

g. Restrictions:

- i. The parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.

- ii. The parents shall not use the child as a confidante to counsel

with about their own personal problems—especially if the problem is related to the other parent.

iii. The parents shall not discuss adult issues with the child, including, but not limited to, legal proceedings. Furthermore, each parent has a duty to keep court paperwork in a secure location so that the child does not read it.

iv. The parents shall not make negative or derogatory comments about each other or about the child's grandparents, significant other or other extended family members, to the child or within the child's range of hearing, including social media.

v. The parents shall not ask the child to lie for them or to keep something secret from the other parent.

vi. The parents will not use corporal punishment with the child.

vii. The parents shall not engage in any action that would estrange the child from the other parent or impair the child's love or respect for the other parent.

h. Encouraged Actions:

i. The parents are encouraged but are not obligated to maintain predictable schedules for the child—including similar mealtimes, homework schedules, chores, bedtimes, curfew, and other routines.

ii. The parents are encouraged to maintain similar styles of

discipline of the child so as to allow the child predictability.

iii. The parents are encouraged to speak about positive attributes of the other parent with the child.

i. The following mutual restraining order shall be entered:

i. 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. All communication between the parties shall be about the child only and be civil, at reasonable times, and of reasonable frequency and duration.

ii. The parties are mutually restrained from disparaging one another to the child, alienating, or otherwise interfering with the other's relationship with the child; or allowing any third party to do so.

iii. The parties shall not involve the child in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the child or the child's preferences with respect to issues of custody, parent time or where they attend school, either by reward, punishment or guilt.

iv. Neither party shall consume alcohol to excess, illegal drugs or prescription drugs without a valid prescription or contrary to/in excess of the prescription during their parent time with the child.

j. General Provisions:

i. Neither of the parents shall have the right to micro-manage each

other's day-to-day care and control of the child while the child is residing with that parent, nor shall either parent have the right to interfere with the other parent's parent-time.

ii. The parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings. Flexibility does not require that the other parent adjust their parent-time if something is already planned and it is encouraged that the requesting party offer make-up parent-time when making the request—doing so will encourage trading favors and cooperation.

iii. The payment or nonpayment of child support is not connected to whether or not a parent should receive his or her parent-time. As an example, if a parent denies parent-time it is not a reason to refuse to pay child support, and the failure or inability to pay child support is not a reason to refuse parent-time.

iv. The parents shall each have a place in their home for the child to comfortably sleep and for the child to keep his/her things.

v. Each parent shall exchange information concerning the health, education, and welfare of the child.

vi. Each parent shall notify the other parent if the child has a disciplinary or significant social issue at school.

vii. Information concerning the child's school shall be exchanged between the parents upon receipt of the same.

viii. Each parent shall inform the other of all major activities/events the child will be participating in as soon as reasonably possible so the other parent will have the opportunity to attend the activity or special event.

ix. Each of the parents shall have access to educational and health care records of the child.

x. Each of the parents shall be listed as contacts/emergency contacts at the child's school, the child's healthcare providers, and with the child's extracurricular activity programs.

xi. The parents shall be responsible to ensure the child's timely arrival and attendance at school on their parent time days. The parents are responsible to ensure that all schoolwork, including projects, assignments and homework is completed and timely turned in on their parent time days.

xii. Good Faith. The parents shall exercise good faith and fair dealing in the performance and enforcement of this parenting plan.

k. Contempt. Both parents have a right to request the Court, under oath, to hold the other parent in contempt if he or she violates this parenting plan.

Punishment could include a fine or imprisonment and if found in contempt shall include an award of attorney fees. If contempt is not found and the Court deems

the request for contempt frivolous the Court shall award the defending parent his or her attorney fees.

PHYSICAL CUSTODY

- 4. Shaylin is awarded sole physical custody of the children.
- 5. Seth is awarded standard parent-time as the parties agree and in the event the parties cannot agree, Seth shall have parent-time as outlined in Utah Code §81-9-302 with the midweek parent-time occurring on Wednesday from 5:30 p.m. to 8:00 p.m.
- 6. The parties shall be awarded holidays pursuant to Utah Code Ann. Section 81-9-302 as follows:

Holiday	Holiday Time Period	Years Seth is granted Holiday	Years Shaylin is granted Holiday
Dr. Martin Luther	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and	Odd years	Even years

r King Jr. Days	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 at 7:00 p.m. on Dr. Martin Luther King Jr. Day		
Presid ent's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be	Even years	Odd years

	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 at 7:00 p.m. on the day before school resumes		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at	Odd years	Even years

	7:00 p.m. on the day before school resumes		
Mem orial 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 at 7:00 p.m. on	Even years	Odd years

	Memorial Day		
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.		All years
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.	All years	
Juneteenth National Freed	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National	Even years	Odd years

om Day	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.		
Indep	(1) Holiday begins	Odd years	Even

enden ce Day	on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.		years
Pione er Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor 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	Odd years	Even years

	school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:00 p.m. on Labor Day		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.	Odd years	Even years

	(2) Holiday ends at 7:00 p.m. on the day before school resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same	Even years	Odd years

	day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(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. (2) Holiday ends at	Even years	Odd years

	7:00 p.m. on the day before school resumes		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; 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	Odd years	Even years

	December 27th at 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7:00 p.m. on the day before school resumes	Even years	Odd years
Day of Minor Child's Birth day	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years

Day Before or After Minor Child's Birth day	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years
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7. Each party shall be entitled to summer extended parent-time with the children as follows:
- a. Seth is entitled to up to four weeks of parent-time with the children, which may be consecutive, when school is not in session for summer break.
 - b. For the four weeks of extended parent-time for Seth:
 - i. two weeks, which may be consecutive, shall be uninterrupted parent-time for Seth; and
 - ii. two weeks, which may be consecutive, may be interrupted by Shaylin for one weekday visit to occur on Wednesday, from 5:30 p.m. to 8:00 p.m.
 - c. Shaylin is entitled to uninterrupted parent-time with the children for two

weeks, which may be consecutive, when school is not in session for summer break.

d. Each parent shall provide notification to the other parent of the parent's desired dates for the exercise of extended parent-time for summer.

e. For the notification requirement described above:

i. in odd-numbered years:

1. Shaylin shall provide written notice to Seth by May 1; and

2. Seth shall provide written notice to Shaylin by May 15; and

ii. in even-numbered years:

1. Seth shall provide written notice to Shaylin by May 1; and

2. Shaylin shall provide written notice to Seth by May 15.

f. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

g. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

8. If a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

a. the holiday schedule for Mother's Day or Father's Day;

b. the holiday schedule for a minor child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the minor child away

from that parent's residence during the uninterrupted extended parent-time;

- c. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or a minor child's birthday;
- d. extended summer parent-time; and
- e. the schedule for weekday or weekend parent-time.

9. Unless otherwise in conflict with the parent-time scheduled described above, for all other parent-time issues or scheduling, the parties shall follow Utah Code Ann. Section 81-9-302.

10. Seth shall be responsible for pick up and drop off for his midweek parent-time.

Otherwise, each party shall retrieve the minor child from the other parties' residence or reasonably designated location, unless otherwise agreed by both parties, at the beginning of his or her parent-time.

11. Notwithstanding anything to the contrary, if Seth exercises 85% of his parent-time and attends at least fifty percent (50%) of the children's milestone appointments during the twelve (12) months following the execution of the Agreement, Seth's midweek parent-time shall convert to overnight parent-time. Upon such conversion, Seth shall have the children each Wednesday overnight until Thursday morning, at which time Shaylin shall pick up the children from Seth's residence.

12. For purposes of this Decree, "milestone appointments" shall mean educational appointments or meetings for the minor children that are formally scheduled or designated by the child's school as significant or milestone events, including but not limited to IEP or 504 plan meetings, parent-teacher conferences, school placement or transition meetings, and other educational meetings identified by the school as requiring parental participation. Routine school

activities, classroom events, performances, or informal communications shall not constitute milestone appointments.

13. Shaylin shall maintain a shared electronic calendar identifying all school-scheduled milestone educational appointments for the children. Shaylin shall timely input each such appointment upon receipt of notice from the school and shall provide Seth with access to the calendar so that he may view the date, time, and location of each appointment. Failure to attend an appointment due to lack of notice shall not be deemed a failure to exercise parent-time or attend a milestone appointment.

14. In the event the parent-time schedule is modified such that the midweek parent-time visits convert to overnights, the parties acknowledge that the arrangement shall constitute joint physical custody, and child support shall be recalculated to reflect the revised schedule. Upon agreement as to the number of overnights and the parties' respective incomes at that time, the parties shall submit a stipulated motion and order to the Court setting forth the updated child support obligation. If the parties are unable to agree on the applicable incomes and/or number of overnights for child support purposes, either party may request a mediation or file a motion requesting that the Court resolve those issues.

15. Prior to the child beginning kindergarten, if the parties cannot agree to the parent-time schedule for school the parties shall return to mediation in good faith to discuss whether modifications to physical custody and/or parent-time are appropriate.

16. If mediation does not result in a written agreement, either party may file a petition to modify custody and/or parent-time, and the child's impending enrollment in kindergarten shall constitute a sufficient basis to seek modification without the necessity of proving an additional

substantial and material change in circumstances.

INCOMES AND CHILD SUPPORT

17. Shaylin is imputed with a monthly gross income of \$4,400 for child support purposes.

18. Seth works full-time and has a monthly gross income of \$4,333.00 for child support purposes.

19. A child support order is hereby entered and Seth shall pay Shaylin monthly child support in the amount of \$747, consistent with the Utah Child Support Guidelines, beginning January 2026.

20. Child support for a child shall continue until the child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 78A, Chapter 6, Part 8, Emancipation (as amended).

21. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st of the month.

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

from the child support guidelines. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, ORS shall review the order, and if appropriate, move the court to adjust the amount.

23. Under Utah Code 81-6-212(3)-(4), the parties have a right to modify the child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a Party; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either Party for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both Parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

24. The obligee shall be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as obligor no longer owes child support to obligee. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of

Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

CHILD CARE

25. Pursuant to Utah Code Ann. § 81-6-209, both parties shall equally share the reasonable work-related childcare expenses.

26. Both parties shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

27. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

28. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

29. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

30. The party utilizing regular childcare shall provide the name, location and contact information of the childcare provider to the other party.

CHILD HEALTH CARE

31. Pursuant to Utah Code Annotated 81-6-208, whichever parent can obtain medical, hospital, vision and dental care insurance (“**Insurance**”) for the children at the most reasonable cost with the best coverage shall obtain and maintain said Insurance for the children.
32. If the children are covered by Insurance plans of both parents, Shaylin’s Insurance shall be primary coverage for the child and Seth’s Insurance shall be secondary.
33. Notwithstanding anything to the contrary contained herein, the parties shall not be obligated to double insure the children.
34. If a parent marries and the children are not covered by that parent’s Insurance but are covered by a step-parent’s plan, the Insurance of the step-parent shall be treated as if it is the Insurance of the married parent and shall retain the same designation as the primary or secondary plan of the children.
35. The parties shall divide equally the children’s portion of the monthly Insurance premium actually paid by a party for the children’s portion of the Insurance on a per capita basis.
36. The parties shall divide equally all reasonable and necessary out-of-pocket medical, dental, accident, hospital, optical, psychotherapeutic, orthodontic expenses, including all deductibles and copayments incurred for the children’s benefit and actually paid by a party.
37. Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, coinsurance and copayments, incurred for the children and actually paid by a party.
38. The party who incurs a health care expense shall provide written verification of the cost and payment of those health care expenses to the other party within thirty (30) days of payment.
39. The reimbursing party shall have thirty (30) days from receipt of verification of health

care expenses and proof of payment to reimburse the other party his or her half of the health care expenses.

40. A party incurring a health care expense may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

41. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year or within thirty (30) days of any changes of coverage.

TAX DEDUCTION

42. For federal and state income tax purposes, the dependency exemptions (and associated child tax credits, if available) shall be allocated as follows:

a. **When There Are Two Dependent Children:**

- i. Shaylin shall claim R.J.T.L. each tax year.
- ii. Seth shall claim A.L.L. each tax year.

b. **When There Is One Dependent Child:**

- i. The parties shall alternate claiming the child, with Shaylin claiming the child in even-numbered tax years and Seth claiming the child in odd-numbered tax years.

43. Notwithstanding the above, Seth shall only be able to claim a child as described above so long as he is current on his child support (including any medical and daycare reimbursements) by December 31st of the tax year.

44. If Seth is not current on his child support (including any medical and daycare reimbursements) by December 31st of the tax year, Seth shall not be entitled to claim a child and Shaylin shall be entitled to claim all children.

RELOCATION

45. If either party moves more than 150 miles from the other party's residence, the moving party shall provide the notice requirements to the other party as set forth in Utah Code Ann. Section 81-9-209.

EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

46. Each party shall be responsible for one-half of the expenses related to a child's extracurricular activities, including but not limited to sports and summer camps, so long as the parties agree in advance that a child can participate in such extracurricular activity.

47. A party who incurs an extracurricular activity expense on behalf of the children for which he or she is entitled to reimbursement shall provide written verification of the expense and/or payment of the expense to the non-incurring party within thirty (30) days of incurring the expense or making a payment towards the expense. The non-incurring party who receives such written verification shall remit his or her one-half share of the expense to the other party who incurred the expense within thirty (30) days of receiving written verification of the cost and/or payment.

48. Notwithstanding the foregoing, unless Shaylin otherwise agrees in writing, Shaylin shall not be responsible for expenditures for vehicles with a title, including but not limited to dirt bikes and BMX bikes. Any expenditures for such vehicles (including title, registration, insurance, and maintenance of said vehicles) shall be the sole responsibility of the parent who is involved with

that extracurricular activity

49. To the extent Shaylin exercised sole physical custody, Shaylin shall assume and be responsible for all out-of-pocket school expenses (i.e. registration fees, books, required supplies, lab fees, school lunch, school uniforms, etc.) (the “**School Costs**”) incurred on behalf of the children during the time leading up to and including high school. However, once the parties exercise joint physical custody, the parties shall equally share and be responsible for the School Costs.

REAL PROPERTY

50. Shaylin is awarded the real property located at 5830 South 1400 East, South Ogden, Utah 84405 as her sole and separate property and Seth shall have no claim whatsoever to said real property.

PERSONAL PROPERTY

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

52. Shaylin is awarded the personal property currently in her possession and control.

53. Seth is awarded the personal property currently in his possession and control.

54. Within 2 weeks from the date of the Agreement, Seth shall obtain auto insurance for his vehicles and Shaylin shall be entitled to terminate the insurance for Seth’s vehicles on her insurance plan.

DEBTS AND OBLIGATIONS

55. Each party shall be awarded and responsible for any debt he or she incurred prior to the marriage and after the parties' separation.

56. Any other marital debt shall be awarded to the party whose name is on the debt.

57. Each party shall indemnify and hold the other party harmless from any and all debts he or she is responsible to pay.

58. Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.

ALIMONY

59. Each party affirms that he or she is self-supporting and capable of meeting his or her own reasonable needs. Accordingly, each party knowingly and voluntarily waives any claim to alimony, spousal support, or maintenance from the other, now and forever.

RETIREMENT AND FINANCIAL ACCOUNTS

60. Each party is awarded his or her own retirement account, free and clear from any claim by the other party.

61. Each party shall be awarded the funds in his or her own checking and savings bank accounts.

BUSINESS INTERESTS

62. The parties acknowledge that FABN RC is a business operated as a "doing business as" ("DBA") and is solely owned and controlled by Seth. FABN RC is awarded to Seth as his sole and separate property, free and clear of any claim, right, or interest of Shaylin.

63. Shaylin shall have no ownership interest in FABN RC and shall not be responsible for any debts, liabilities, or obligations of the business, whether incurred before or after the entry of this Decree. Seth shall be solely responsible for all liabilities, taxes, debts, and obligations associated with FABN RC.

64. Seth shall indemnify, defend, and hold Shaylin harmless from and against any and all claims, liabilities, debts, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to FABN RC.

65. To the extent Shaylin's name appears on any bank account, contract, license, lease, credit account, tax filing, or other obligation related to FABN RC, Seth shall promptly take all steps reasonably necessary to remove Shaylin therefrom and shall provide written confirmation of such removal upon request

MISCELLANEOUS

66. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their Decree of Divorce. Should a party fail to execute a document within sixty (60) days of the entry of their Decree of Divorce, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

67. Each party shall pay their own attorney's fees

68. Shaylin shall be restored to her maiden name of Mulligan, if she so desires.

** Judge's Electronic Signature, date of entry and Seal of the Court are located in the top right-*

hand corner of the first page of this Order.

-----End of Order-----

APPROVED AS TO FORM:

/s/ Judy Barking

Judy Barking

Attorney for Petitioner

Date: April 24, 2026

(signed by Joseph Barber with permission
from Judy Barking via email)

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above Divorce Decree was served upon
the parties below on April 24, 2026, in accordance with Rule 5 of the Utah Rules of Civil

Procedure:

Judy Barking

Attorney for Petitioner

Via e-Filing

/s/ Joseph W Barber

JOSEPH W BARBER

Attorney for Respondent