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

In the Matter of the Marriage of:

DECREE OF DIVORCE

NICOLE ANN BORDELON,

Case No. 264900715

Petitioner,

Commissioner: WILSON

and

Judge: HANSEN

ANDREW MARTIN BORDELON,

Respondent.

THE COURT, having reviewed the stipulation filed the 22nd day of April, 2026, having reviewed the file, entered its Finding of Fact separately in writing and upon good cause appearing hereby enters the following DECREE OF DIVORCE:

JURISDICTION

1. The parties lived in Pleasant View, Weber County, Utah for at least (3) months prior to filing this action.
2. Utah is the home state of the minor children as they have resided in Utah for at least six (6) months prior to the filing of this action. Utah has jurisdiction over the determination and any orders for custody and parent-time pursuant to Utah Code §78B-13-101 et seq.

3. Neither party is aware of any pending Juvenile or other District Court cases concerning custody, child support or parent-time of the minor children nor has either party been a witness or party to any other litigation concerning custody, child support and parent-time of the children.

4. The Petitioner and Respondent were married on October 24, 2009.

GROUND

5. During the marriage the parties have experienced interpersonal relationship differences.

6. The parties attempted to resolve their differences without success.

7. The Respondent initially left the home on January 1, 2026, returned to the home and then moved out on January 17, 2026. The parties have remained separated.

8. This marriage is no longer viable and a mutual Decree of Divorce should be granted based upon irreconcilable differences.

CHILD CUSTODY AND PARENT-TIME

9. There are two (2) minor children remaining as issue of this marriage, to wit: Pr.B. and Pa.B., both born on June 3, 2011. The parties eldest child, A.B., born February 16, 2008, will graduate high school in May 2026.

10. The parties agree that it is in their children's best interests that they share joint legal and physical care, custody, and control of their two (2) minor children, with the parties to exercise parent time as they can agree and, if they cannot, pursuant to Utah Code §81-9-305. **See Utah Code §81-9-305, Attached Hereto as Exhibit "A."** If the parties cannot agree, they will share parent time on a seven (7) day on, seven (7) day off

from Monday to Monday with child exchanges occurring at school with the parent concluding parent time timely dropping the children off to school and the parent beginning their parent time timely picking them up. If school is not in session, the exchanges will occur curbside with the parent beginning their parent time picking up from the other parent's residence at 9:00 am or as they may otherwise agree.

11. In support of the joint legal and physical custody of their two (2) children, the parties will follow the following parent plan:

PARENT PLAN

GROUND RULES

- a.** The objectives of this Parenting Plan are the following:
 - i. to provide for the children's physical care;
 - ii. to provide for the children's emotional stability;
 - iii. to provide for the children's changing needs as they grow and mature so as to minimize future parenting plan modifications;
 - iv. to set forth the authority and responsibilities of each parent with respect to the children;
 - v. to minimize the children's exposure to harmful parental conflict and to help minimize any conflict between the parents;
 - vi. to provide for and foster appropriate, civil, and continuing communication and cooperation between the parents and guidelines regarding their communication and resolution of any conflicts;
 - vii. to encourage the parents to meet the needs of their children and their responsibilities as a parent through agreements and cooperation instead of relying on judicial intervention; and,
 - viii. to protect the best interests of the children.
- b.** The parties understand the objectives of this Parenting Plan and believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children, and that their focus is the needs and interests of the children.

- c. The parties realize that both of them are important to the children, that the children need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the children.
- d. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent as to changes in parent-time and adapting the parent-time as the growth and maturity of the children dictates a change at that time.
- e. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information, and open, honest, and frequent communication between them.
- f. The parents understand that communication between them shall be civil and regarding health, welfare, education, and all other interests of the children. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided.
- g. In order to facilitate open and frequent communication about their children the parties will use and administer a Google Calendar, or other similar calendar or co-parenting application, to schedule all events for their children including, but not limited to, weekly and holiday parent-time, school events and programs, extracurricular activities, sporting events, doctor, dentist, health appointments, and the like.
- h. The parents understand that consistency between the households is

important regarding the children's schooling, discipline, extracurricular activities, and the like.

TIME SHARING AND RESIDENTIAL PLAN

- i.** The parties will exercise parent time as they can agree. If they cannot agree, parent time will be exercised pursuant to Utah Code §81-9-305. **See Exhibit "A."**
- j.** The parties agree that the children will attend high school at Weber High School absent an agreement otherwise. If this becomes impossible, where the children attend high school will be treated as a major decision subject to the dispute resolution mechanism.
- k.** The parties will exercise their holiday parent time as they can agree. If they cannot agree, they will follow the holiday schedule in Utah Code §81-9-302, with the Petitioner designated as the "custodial parent" for those purposes only. **See Exhibit "B."**
- l.** The parties will exercise their extended summer parent-time as they can agree. If they cannot agree they will follow the schedule as detailed in the Utah Code §81-9-305. **See Exhibit "A."**
- m.** The parties will have the children ready and available for all visits or exchanges with the other parent. The children shall be sent with sufficient clean clothing appropriate for ordinary activities and, if informed in advance, with special or additional clothing appropriate for any special activities. However, neither parent shall be obligated to purchase new clothing solely to comply with

this provision, and if the children are sent with special or additional clothing that clothing shall be returned to the parent who provided it.

- n.** The parent with the children during their parent-time will ensure that the children arrive to school on time, are picked up on time, and that they complete any and all homework. The parents will discuss the children's homework and school activities so that they are both aware of assignments, projects, and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences. If necessary, they can schedule separate parent-teacher conferences.
- o.** While the children are with a parent that parent shall provide them with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the children. That parent will also ensure that they will not engage in nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence or disrespect for law and order.
- p.** Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.
- q.** The parties shall inform the other where they will spend their respective vacation time with the children as detailed in paragraph 18 below and will each give advanced notice of at least one (1) month to the other parent of a planned vacation and any planned vacation will not interfere with the other parent's

routine or holiday parent time unless the parties first agree.. Any planned vacations will not be scheduled over the other parent's holiday parent-time.

- r. If either parent is going out of town with the children that parent shall provide to the other the itinerary, address, and telephone number of where the children will be, when they will depart and return.
- s. The children shall be allowed reasonable telephone contact, at reasonable hours, with each parent when they spend time with the other. The parents shall encourage and help the children to stay in touch with the other parent by phone, letter, webcam, etc.. If either parent leaves town with the children they will continue to allow for the other parent to have reasonable telephone contact with the children.
- t. Any telephone calls, virtual parent-time or other similar communication between the children and a parent shall be unmonitored, unsupervised and/or recorded.

SHARING OF INFORMATION

- u. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the children's development, schoolwork, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.
- v. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the children. A

Google Calendar, as referred herein above or a co-parenting application, will be used by the parents for all of the children's events and activities.

- w. The parents, in addition to the Google Calendar or co-parenting application, will each need to involve themselves with the children's school, church, activities etc., in order to obtain information from those sources instead of strictly relying on the other parent to provide them with notice.
- x. The parents will notify the other parent of significant illnesses the children may have when they are at their individual homes.
- y. The parents will discuss any problems either one of them is experiencing with disciplining the children and they will work together to enforce similar discipline plans/goals at each home.
- z. The parents agree to advise the other parent of any changes in the address, email, or telephone number or other information pertinent to their communication and the communication they have with the children within 24 hours of any change of the same.
- aa. The parents agree not to place the children in the middle of their communications or conflicts that may arise, if any. They will not probe or question the children regarding the other parent, send messages to the other parent through the children, disparage or degrade the other parent in the presence of the children or allow third parties to do so.

MAJOR DECISIONS AND DISPUTE RESOLUTION

- bb. All major decisions concerning the children including health, education,

religion, day care, and general welfare will be discussed and they will both have equal input as to what is in their children's best interests.

cc. The parties will meet and discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who may be of assistance. The parties may conduct a telephone discussion if it is not possible for them to meet.

dd. If the children suffer an emergency medical condition the parent who has the children at the time has the authority to make any decision regarding emergency medical care. The parents will also immediately notify the other parent of the emergency or as soon after the emergency as possible.

ee. If the parents cannot mutually agree as to a major decision, and a dispute arises, the parties agree to first attend mediation to resolve the issue. They will each pay one-half that cost. Mediation shall be attended within thirty (30) days of the parties reaching an impasse if possible and if it is not possible then it will be scheduled for as soon as possible based upon the parties, mediators and attorney's schedules if they are using attorneys. If mediation is unsuccessful then either party can file a motion with the Court to address the major decision.

ff. If the Court finds that a parent has taken a frivolous or unreasonable position regarding a major decision for the children, then the Court shall award attorney's fees as financial sanctions to the prevailing parent.

gg. This Parent Plan shall be made an Order of the Court and shall be in effect until modified through petition and the establishment of a substantial change in

circumstances.

- hh.** Any changes to the Parent Plan shall be made in writing, dated, and signed by both parents. Until such Order from the Court, or written change is made, this Parent Plan and its terms shall remain enforceable and shall govern any dispute.

END OF PARENT PLAN

RELOCATION

Long Distance Relocation

12. In the event that a party moves more than 150 miles away after the entry of the Decree of Divorce, the parties shall comply with the terms detailed in the Relocation Statute, Utah Code §81-9-209 and will provide no less than 60 days' notice of the intended relocation move.

13. The parent time schedule will not change unless by agreement or further order of the Court. If the relocating party does move without an agreement or order of the Court the children will remain with the non-relocating party and the relocating parent will automatically begin exercising parent time pursuant to Utah Code §81-9-209, and pay those costs as detailed for that parent time. **See Utah Code Utah Code §81-9-209, Attached Hereto as Exhibit "C."**

Local Relocation

14. In the event a party moves more than 30 miles or more away from Weber High School boundary after the entry of the decree, the parties shall comply with the notification terms detailed in the Relocation Statute.

15. In the event that a parent intends to relocate 30 miles or more from Weber High

School boundary or to a distance that makes the joint physical custody no longer workable, or which places an onerous burden on the children having to commute to and from school and between households, either parent may file a Petition to Modify the custody order if they wish to change custody of the children. **See Utah Code Utah Code §81-9-209, Attached Hereto as Exhibit “C.”**

MUTUAL RESTRAINING ORDERS

16. The parties are mutually restrained from discussing this case with the minor children, or within their presence, their adult issues, using the children as go-betweens to pass messages or arrange parent time. The parties shall restrain third parties from the same conduct.

17. The parties are mutually restrained from the use of demeaning, defamatory, disparaging, offensive or otherwise derogatory comments about the other parent in the presence of the minor children or allow third parties to utter said comments in the presence of the children.

18. The parties are mutually restrained from interrogating, questioning or using their child(ren) to gather information about the other parent, what that parent is doing, their life, social life or other information while the child(ren) are spending time with them.

19. The parties are mutually restrained from posting on any social media outlet including, but not limited to Facebook, Twitter, Instagram, comments, information or statements about this divorce proceeding or to disparage or use derogatory comments about the other party.

20. The parties are mutually restrained from the excessive use of alcohol (to

intoxication), the use of illegal drugs or narcotics without a valid prescription or allow third parties to do so in the presence of the minor children.

21. All communication between the parties (other than in an emergency) shall be limited to text and/or email communication, civil in nature and only in regard to the children or in coordinating completion and execution of any other terms of their final decree of divorce.

CHILD SUPPORT

22. Child support is calculated based upon Utah Code §81-6-202 and the verifiable gross monthly wages of the parties and the joint custody worksheet.

23. The Petitioner is employed with Common Spirit Health/Dignity Health as the Patient Financial Services Director earning a yearly salary of \$144,000.00, which is a gross monthly income of \$12,000.00.

24. The Respondent has been self-employed for over seven (7) years with a Transparent Billing but no longer works there. The Respondent recently bought into another business, Ignite Recovery Services, and his income is uncertain, and he currently does not have income. Respondent agrees to be imputed to gross monthly income of \$12,000 for child support purposes with each parent being awarded 182.5 overnights.

25. Pursuant to the Uniform Child Custody Guidelines and the Joint Custody Worksheet, the monthly child support is \$0. **See Child Support Worksheets Attached Hereto as Exhibit “D.”**

26. The parties have a special needs child that will most likely need care for his life and is unlikely to live on his own. Therefore, the parents will continue to be obligated for

the care and support of this child for his life so long as a material and substantial change of circumstances does not occur.

27. Considering their respective incomes, ability to support this child into and through adulthood, and so long as the parties share 50/50 custody and equally share the child's health insurance and out-of-pocket medical and health expenses for his life (detailed herein below), there will be no child support paid from one party to the other.

28. However, if the parties no longer share 50/50 custody and equal parent time then this qualifies as a material and substantial change of circumstances that would qualify to review custody and child support.

29. If child support is triggered, then the obligated party shall pay child support one-half on or before the 5th of each month and the other one-half on or before the 20th of each month.

30. The support for Pr.B. will terminate at the time he becomes the age of eighteen (18) years or has graduated from his normal expected high school class, whichever occurs later. At the time he is no longer eligible to receive child support, the child support amount for Pa.B shall be automatically adjusted to reflect the base child support obligation shown in the table using the child support worksheet and the actual parent time if not 50/50.

31. Whether or not a delinquency has occurred, the Decree of Divorce shall include an order that any party may request that the Office of Recovery Services implement income withholding procedures for payment and collection of child support obligations, including either parties' portion of the monthly health care premiums for the minor

children. Utah Code Ann. §62A-11-414(1953, as amended); Utah Code Ann. §62A-11-504(3)(a)(1953, as amended).

32. In addition, pursuant to Utah Code §62A-11 parts 4 and 5, any State and Federal tax refunds or rebates due to the obligor parent may be intercepted by the State of Utah and applied to any existing child support arrearage.

RIGHT OF FIRST REFUSAL AND SURROGATE CARE

33. The parties will both have a right of first refusal to provide personal care for their children prior to any other familial or surrogate care, paid for or not, for any period of time greater than five (5) hours in which a parent exercising their parent time cannot provide personal care for their children.

34. The parties shall communicate through text or Our Family Wizard application (or other co-parenting application) their work schedules in advance and notify the other of the need for care to trigger the right of first refusal. If a parent cannot exercise their right of first refusal then the parent with the children at that time may decide the appropriate care for the children. If the parties choose to pay for any surrogate care, they will pay for their own respective costs during their parent time without contribution from the other parent.

CHILDREN'S HEALTH/MEDICAL INSURANCE AND RELATED COSTS

35. The child support order shall require each parent to share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of health/medical/dental/ vision and other similar insurance. *See Utah Code §81-6-208.*

36. The parties will continue to share the monthly insurance costs and any and all out-

of-pocket costs for Pa.B. for his life since he has a disability and will likely not be able to live on his own or work full-time unless a material and substantial change occurs. The parties agree to share the costs to obtain a guardianship / conservatorship for Pa.B. when he becomes 18 years of age naming them as joint guardians and conservators for him. The parties will share any attorney fees and costs associated with obtaining guardianship and conservatorship.

37. The parent who provides the insurance coverage for the children shall receive credit against the base child support award or recover the other parent's share of the minor children's portion of the monthly premium if, or when the parties no longer share equal, 50/50 custody.

38. Any order of child support shall allow for the Office of Recovery Services to collect and offset, if necessary, a parent's one-half obligation for the children's insurance premium. In cases in which the parent does not have insurance, but another member of the parent's household provides insurance coverage for the children, the parent may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

39. The child(ren)'s portion of the premium is a per capita share of the premium actually paid. The premium expense for the child(ren) shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

40. The child support order shall also provide that each parent will equally share all reasonable and necessary uninsured and unreimbursed medical, health, vision and dental

expenses incurred for the child(ren), including but not limited to deductibles, copayments and other out-of-pocket costs. This provision shall continue to apply to Pa.B. because of his disability and the parties shall continue to share these expenses and costs for Pa.B. because of his disability unless a material and substantial change of circumstances occurs.

41. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent, upon receipt of the written verification, shall then make reimbursement or payment to the other parent or provider for his/her one-half share owing within thirty (30) days.

42. At this time, the Petitioner provides insurance for the children through her employment and should be ordered to continue to maintain that policy so long as it is available through her current and subsequent employer. In the event that Respondent has insurance available to him that provides a benefit to the children, he shall have the option to also obtain insurance for the children. If the children are double covered, the Petitioner's insurance shall be primary with the Respondent's insurance secondary. The parties will equally share the cost of any difference between the two monthly premiums.

CHILD RELATED EXPENSES

43. School Registration and Fees: The parties will equally divide all reasonable and necessary school fees, including but not limited to school registration and fees, school lunches, lab and testing fees, cost of field trips, school related uniforms and equipment, and yearbooks for the minor children. This does not include private school tuition. Proof

of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

44. Payment of School Fees: When a court enters an order that provides for the payment of school fees of a child pursuant to Section 81-4-204 or Section 81-4-406, a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request of a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a child's school fee under an order regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee. A provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order.

45. Extracurricular Activities: The parties will equally divide the cost of extracurricular activities for the minor child(ren) so long as the parties have mutually agreed to the activity in writing prior to the minor children being enrolled in the activity. One of the children already participates in football and the parties will continue to equally

share the cost for him to participate in that sport to include, but not limited to, uniforms, gear, travel expenses, coaching etc.

46. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

47. Any party unilaterally enrolling the minor children in an extracurricular activity(ies) will do so at their own expense and the activity will not interfere with the other party's parent-time.

PUBLIC ASSISTANCE STATEMENT

48. Neither parent has received or is receiving public assistance of any kind from the State of Utah.

REAL PROPERTY

49. The parties purchased real property in June 2022 located at 4115 North 125 West, Pleasant View, Weber County, Utah 84414.

50. There is presently one (1) mortgage owing on the home with a monthly payment of \$4,590.73. The balance of the mortgage is approximately \$638,099.56.

51. The cost of the home is too onerous for either party.

52. The home will be sold and immediately placed on the market with J. Adam Stuart with Mountain Luxury who is a licensed real estate agent. of the parties' choosing. The house is going on the market April 7th.

53. The parties will defer to the agent for the listing price and any subsequent price

reductions in order for the home to be sold for fair market value.

54. During the pendency of the sale, the parties will each pay one-half of the mortgage until it is sold. The Petitioner will pay the utilities until the home is sold.

55. When the home is sold the following debts will be paid before the parties equally receive their equity: Mortgage, debt owing on the Petitioner's Chase credit card minus legal fees incurred for the divorce, 401k loan, Respondent's Chase credit card minus legal fees incurred for the divorce or charges related to the businesses of Transparent Billing or Ignite Recovery, fees and commissions.

56. The parties will each receive one-half of escrow withheld and refunded, if any.

57. The home will be sold "as is" unless the parties otherwise agree to equally pay for maintenance or repairs to the home.

PERSONAL PROPERTY

58. During the course of the marriage the parties acquired certain items of personal property including, but not limited to, automobiles, furniture, home electronics, household goods and furnishings, savings accounts, checking accounts, and the like.

59. The parties will attempt to agree on an equitable division of their personal property. If they cannot otherwise agree on a total distribution, and there are some remaining items that they contest, they will first attend mediation with each paying one-half that cost. If the parties are unsuccessful in settling the division of the remaining personal property, they will then file a motion with the Court who will then divide all personal property or remaining personal property between them.

60. The Petitioner will be awarded the 2016 Honda CRV and all equity therein.

61. The party's eldest son will be gifted the Subaru Outback.
62. The GMC Sierra will be sold at a mutually agreeable price. It will be listed for sale immediately upon the parties signing this stipulation. The Respondent will pay the monthly payment of the GMC Sierra until sold. The Respondent will list, advertise and show the GMC Sierra as need and all documents will be disclosed and provided to the Petitioner. This includes all documents for payoff of any deficiency to release title to the purchaser. The parties will both be present when the vehicle is sold and for payoff of any deficiency. Any deficiency between the sale price and the balance owing, will be paid equally by the parties from the money received from Respondent's Interest in Transparent Billing prior to division or if there is enough money from their joint savings account..
63. The Respondent will be awarded the boat, all boating equipment and all equity therein.
64. All property and all property rights which may be vested in either party as a result of family inheritance, trust or similar source should be awarded to the party from whose family it came or whose name it is held.
65. All property and all property rights vested and owned by a party prior to the marriage shall be awarded to that party as their sole and separate property.

USE OF PERSONAL INFORMATION

66. The parties shall be mutually restrained and prohibited from using any joint credit cards or incurring debts that obligate the other or the marriage for payment. The Parties shall be ordered and prohibited from using the other's name, likeness, identifying information, social security number or other information for any purpose whatsoever.

67. The parties are mutually restrained and prohibited from attempting to trace, track, log onto, reviewing or in any way disrupting or accessing the other's bank accounts, social media accounts and other similar accounts as this is a violation of privacy.

DEBTS AND OBLIGATIONS

68. During the course of the marriage the parties accrued debts and obligations owing to third parties.

69. The debts that the parties currently have and remain outstanding are those owing to the following:

- a. Chase credit card (Petitioner's) with an amount owing of approximately \$6,400.00.
- b. Chase credit card (Respondent's) with an amount owing of approximately \$8,000.00.
- c. Loan on 401k with an approximate balance of \$2,599.54.

70. As detailed herein above in the real property section, these debts will be paid and satisfied in full upon the sale of the house prior to the parties equally dividing the remaining equity.

BANKING/PENSION/RETIREMENT/INVESTMENT ASSETS

71. During the marriage the parties accrued interest in pension, retirement, investment, savings, and other similar accounts.

72. Upon full disclosure and verification, the parties have accrued the following assets during the marriage:

- a. 401k with an approximate value of \$19,779.17.

- b. 403b with an approximate value of \$48,065.20.
- c. 403b with an approximate value of \$70,320.36.
- d. Stock portfolio valued at \$156,823.49 (numbers fluctuate with the market and will be divided equally whatever the number is on the date of division)¹.
- e. Savings account at Chase Bank account ending in 7083 with an approximate balance of \$44,229.18.
- f. Savings account at Chase bank account ending in 2169 with a balance of \$35,289.00.
- g. Checking account at Chase bank account ending in 8267 with an approximate balance of \$4,000.00
- h. The Petitioner's pension CommonSpirit Health approximate value of \$19,589.29

73. The parties have historically used the Chase Bank account ending in 2169 for payment of their federal and state income tax obligations because of the Respondent's business. After payment of the 2025 state and federal income taxes from this account, the balance, if any, will be equally divided between the parties. If there are additional amounts owing the parties will equally pay that balance from one of the other savings accounts.

74. The current balance of the savings account 7083 will be divided equally between the parties.

75. The current balance of the checking account 8267 will be divided equally between

¹ This comment about fluctuation of the market is applicable to all accounts that are subject to market variables.

the parties.

76. The stock portfolio will be equally divided between the parties. They each will be awarded similar stock, equal amounts of stock and stock that is equally performing, or as equal performing stock as possible.

77. The parties will each receive one-half of the total value of the two (2) 403b accounts and the 401k.

78. In the event that Qualified Domestic Relations Order are necessary to divide the 403b and 401k accounts, the parties will employ Rori Hendrix to prepare those QDROs with each paying one-half that cost.

79. The Petitioner's pension through CommonSpirit Health will be equally divided based upon the value/contributions that accrued from the date of marriage on October 24, 2009 until the parties sign the Stipulation. They will respectively enjoy any gains or losses on their share of these assests from the date of signing the stipulation until division.. If necessary, Rori Hendrix will prepare any necessary Qualified Domestic Relations Order for Respondent to receive his share of the Petitioner's pension with each paying one-half that cost.

ALIMONY

80. The parties are young, educated, and have been working full-time to support themselves during the marriage and since separation.

81. The parties are each capable of continuing to support themselves and meet their daily and month-to-month needs.

82. Neither party has the need nor does the other have the ability to pay alimony.

83. Each party waives any right, claim, entitlement, or interest to past, present, or future alimony from the other.

INCOME TAX EXEMPTIONS/DEDUCTIONS FOR MINOR CHILDREN

84. The parties are entitled to and awarded the right to claim a child for each and every tax year beginning in the tax year 2026.

85. The Petitioner will claim the minor child Pr.B. for all state and federal income tax deduction purposes with the Respondent claiming Pa.B..

86. If their child, Pa.B. can be claimed as a dependent because of his disability and care provided by the parents after he turns 18, and so long as the parties continue to share 50/50, equal parent time, then they shall alternate claiming him with the Petitioner claiming him in the first year in which he is the only child that can be claimed. If the parties cease sharing 50/50, equal parent time then the party who has the child in their home the majority of the time will claim Pa.B.

2025 INCOME TAX FILING

87. The parties will file joint federal and state income tax returns for 2025 with the parties maximizing their refund, or minimizing any obligations owing, by claiming the children, and other deductions that they can.

88. As detailed herein above, the parties have historically owed taxes because of the Respondent's business. Those business taxes shall be paid with the Chase account ending 2169 and if the amount owed is greater than what is available in that account, funds from 7083 will be moved to account 2169 to pay the amount owed. After payment of those taxes, the balance of that Chase account will then be equally divided. If for any reason an

error was made in the filing of the 2025 taxes and a refund is issued at any time in the foreseen future, the Respondent will pay 50% of that back to the Petitioner within 72 hours of receipt.

89. If it is later discovered there are taxes owing because of the Respondent's past business taxes, he shall be solely obligated to pay for, indemnify, and hold the Petitioner harmless thereon.

TRANSPARENT BILLING, LLC

90. During the marriage the Respondent purchased into, managed, and accrued equity in the business known as Transparent Billing, LLC.

91. This business is owned by three (3) partners with two (2) of the three (3) buying out the Respondent's interest. The proceeds from the business buyout are a marital asset and the Petitioner is entitled to one-half of the gross amount from the business buyout.

92. The Respondent's interest is valued at \$152,000.

93. The Respondent will pay the Petitioner her one-half share within seventy-two (72) hours of signing this Stipulation, or immediately when he receives the funds, provided that it is understood that each will contribute equally to any deficiency owing on the GMC should the sale of the truck occur after the distribution.

94. The parties will each be solely obligated to pay for any type of tax(es) and / capital gains and hold the other harmless on their equal share of the gross amount received from the business buyout..

IGNITE RECOVERY SERVICES

95. Pursuant to the parties' Post-Nuptial Agreement, the Respondent's ownership

interest in Ignite Recover Services will remain his sole and separate property free and clear from any right, claim, entitlement, or interest of the Petitioner.

96. Pursuant to the Post-Nuptial Agreement the Respondent used \$7,500.00 of marital funds as his share of the initial infusion into that business.

97. Pursuant to paragraph 3.3 of the Post-Nuptial Agreement, the divorce-trigger requires the Respondent to pay the Petitioner 50% of the net business cash infusions in the amount of \$3,750.00 within thirty (30) days after the entry of the Decree of Divorce.

ATTORNEY'S FEES AND COSTS

98. The parties shall each pay for their own attorney's fees and costs incurred in this matter.

99. If either party charged their legal fees on their Chase credit card, that amount will be subtracted from the amount owed in section 69 a. and b.

MISCELLANEOUS PROVISIONS

100. Each party shall be ordered to immediately make themselves available to sign, execute, and deliver to the other, or to any business or agency, such documents as are required and necessary to implement and enforce the provisions of the Decree of Divorce entered by the Court.

101. Shall a party fail to make themselves timely available to sign, execute or deliver any documents needed to effectuate the terms pursuant to the Decree shall be deemed in contempt of Court. The other party may bring an action for contempt to enforce the terms of the Decree, and the offending party shall reimburse the other for his/her attorney fees and costs

102. The Respondent shall have the right to be restored to her former maiden name of HARTNAGLE, if she so chooses.

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

APPROVED AS TO FORM AND CONTENT:

/S/ Ryan J. Stanger .
RYAN J. STANGER
Attorney for Respondent
*Electronic signature affixed with written
Permission on the 22nd day of May, 2026.*

CERTIFICATE OF SERVICE

The below-signed hereby certifies and states that on the 22nd day of May, 2026 a true and correct copy of the foregoing, **DECREE OF DIVORCE** was served upon the Respondent's counsel via Green Filing, and electronic mail addressed to the following:

Ryan J. Stanger
Attorney for Respondent
Via Utah ECF electronic Filing
and email: rstanger@alandstanger.com

/S/ Daniel S. Drage
DANIEL S. DRAGE
Attorney for Petitioner