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IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF: STEPHANIE WIMMER and SCOTT WIMMER	DECREE OF DIVORCE Case No.:244901394 Judge: Jason Nelson Commissioner: Catherine Conklin
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Petitioner, Stephanie Wimmer ["Stephnie"], having filed a *Petition for Divorce* against Respondent, Scott Wimmer ["Scott"]; Scott having filed an *Answer and Counter Petition* and the parties having reached a final resolution by filing a *Stipulation and Property Settlement Agreement* ["Stipulation"], signed on August 19, 2026, resolving all issues; **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **DIVORCE**: That Stephanie and Scott ["collectively parties"] are granted a *Decree of Divorce* ["Decree"] on the grounds of irreconcilable differences the same to become final upon entry.
2. **NAMES**: Because the parties share the same last name, they are referred to by their first

names to avoid confusion, meaning no disrespect by the apparent informality to-wit: Stephanie and Scott. *Janson v. Janson*, 2019 UT App 106.

3. **CHILDREN**: The parties share two minor children, to-wit: WNW, born May 2, 2014, and ACW, born February 18, 2019 [hereinafter referred to as “child” or “children” regardless of plurality or singularity].

4. **CUSTODY and PARENT-TIME**:

- a. **Legal Custody**. The parties shall be awarded joint legal custody as outlined in the Parenting Plan section herein below

- i. Stephanie’s home shall be the children’s primary physical residence for the purpose of school enrollment and stability.

A) If either party relocates more than forty [40] miles from their current residency, it shall constitute a change in circumstance that the parties contemplate may materially impact their ability to exercise the parent-time schedule set forth herein. In such circumstances, the parties shall work together and keep the other reasonably informed regarding such anticipated relocation and confer with the other, in good faith to determine whether modifications to the current parent-time schedule, transportation arrangements, exchange logistics, school placement, or other related provisions are necessary to preserve the children’s frequent and continuing contact with both parents. If the parties cannot agree, then such relocation shall be considered a substantial and material change in circumstances requiring the parties to revisit custody and determine the children’s primary

residence based on their best interest at that time.

- b. **Physical custody.** The parties shall exercise parent-time with the children as they can agree. If the parties cannot agree, they shall exercise 50/50 parent-time, consistent with Utah Code Annotated [“Utah Code”] § 81-9-305, as follows:

- i. **Regular Parent-time.** The regular weekly parent-time shall rotate between Week 1 and Week 2, as indicated in the table below. The parent-time exchanges shall occur with the parent ending parent-time ensuring the minor child is transported to school and the parent beginning parent-time ensuring the minor child is picked up from school. When school is not in session, however, the parent-time exchange shall occur at 5:00 p.m. at the residence of the parent ending their parent-time.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Scott	Scott	Stephanie	Stephanie	Stephanie	Stephanie	Stephanie
Week 2	Scott	Scott	Stephanie	Stephanie	Scott	Scott	Scott

- ii. **Holiday Parent-time.** The parties shall alternate holidays as they can agree; if they cannot agree, as follows:

Even Years	Odd Years	Holiday and Time
Stephanie	Scott	Spring Break 6:00 p.m. on the day that school is dismissed for Spring Break until 7:00 p.m. on the day before school resumes
Stephanie	Scott	Easter on 6:00 p.m. on the day before Easter until 1:00 p.m. on the holiday.
Scott	Stephanie	Memorial Day Friday when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Stephanie	Stephanie	Mother’s Day 9:00 a.m. until taking the children to school the following day.
Scott	Scott	Father’s Day 9:00 a.m. until taking the children to school the following day.
Stephanie	Scott	July 4th July 3rd at 6:00 p.m. until July 5th at 6:00 p.m.
Scott	Stephanie	July 24th July 23rd at 6:00 p.m. until July 25th at 6:00 p.m.
Stephanie	Scott	Labor Day Friday when school is dismissed for the holiday until 7:00

		p.m. on the day before school resumes.
Stephanie	Scott	Fall Break 6:00 p.m. on the day that school is dismissed for Fall Break until 7:00 p.m. on the day before school resumes.
Scott	Stephanie	Halloween October 31st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Scott	Stephanie	Thanksgiving beginning when school is dismissed for the holiday until 7:00 p.m. on the day before school resumes.
Stephanie	Scott	First Half of Christmas Vacation , including Christmas Eve and Christmas Day beginning when school is dismissed for the holiday until December 27th at 7:00 p.m.
Scott	Stephanie	Second Half of Christmas Vacation , December 27th at 7:00 p.m. until the day before school resumes at 7:00 p.m.
Stephanie	Scott	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m.
Scott	Stephanie	Child's actual birthday from 3:00 p.m. until 9:00 p.m.
Both	Both	Parent's actual birthday . Each parent shall be awarded parent-time on their respective birthday each year from 3:00 p.m. until 9:00 p.m.

iii. Summer Parent-time. Other than following the Regular Parent-time schedule outlined above, the parties shall exchange at 8:00 p.m. [instead of 5:00 p.m. or after school] and each parent shall be entitled to two consecutive weeks of extended parent- time during the summer, as follows:

- A) On odd years Scott shall provide Stephanie with notice of his desired dates by April 1 and Stephanie shall provide Scott with notice of her desired dates by April 15. Conversely, in even years Stephanie shall provide Scott with notice of her desired dates by April 1 and Scott shall provide Stephanie with notice of his desired dates by April 15;
- B) If either party fails to provide their desired dates by deadlines outlined immediately above, then the other party may select the non-compliant parties' two consecutive weeks for that year; and
- C) Neither party shall have 3 consecutive weeks of parent-time during the

summer—meaning that the weekly rotation will adjust based on the dates for each parties' selected two consecutive weeks.

- b. **Right of First Refusal**. That the parties shall share the right of first refusal; meaning that if either party is unable to care for the child overnight [beginning at 10:00 p.m. continuously through 7:00 a.m.], then they shall offer the opportunity to the other party, in writing, before seeking a third-party provider.
 - c. **Relocation**. A party moving more than 150 miles from the child's current primary residence shall comply with Utah's Relocation Statute.
 - d. **Out of State/Country Travel**. The parties shall discuss any out of state or country travel and provide the other party with an itinerary of where the child will be and contact information for emergencies. The parties agree to fully cooperate with each other if the child requires a passport for out of the country travel. Stephanie shall be responsible for holding and maintaining any passports/SSC/birth certificates of children and provide them to Scott no later than 72 hours prior to travel or need of the document(s). Upon use of the item, Scott shall return the document to Stephanie within 72 hours of no longer needing the document.
2. **PARENTING PLAN**: The following Parenting Plan shall govern the parties [herein also referred to as "parents"], to-wit:
- a. **General Guidelines**.
 - i. **Court Orders Govern**: The parents recognize they must follow this Parenting Plan and other applicable court orders in this case and that neither parents gets to make their own rules at any point.

- ii. Flexibility in Co-Parenting: The parents understand that flexible co-parenting reduces conflict and creates a healthy environment for the child. Therefore, the parents shall be reasonably flexible in co-parenting the child.
- iii. Speaking Positively about the Other Parent: The parents shall acknowledge that speaking negatively of the other parent only harms and confuses the child. The child views themselves as half of each parent. Therefore, the parents will speak well of the other parent in front of the child. The parents will not malign or speak negatively of the other parent to the child, nor will they speak negatively of the other parent to any third-party where there is any risk of the child hearing what is being said. The child does not need to hear about character flaws of the other parents.
- iv. The Child is Not a Tool for Discovery: The parents shall not question the child about the other's personal relationships, financial spending, or otherwise use the child as a tool for discovery or spying on the other parent.
- v. The Child is Not a Counselor: 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.
- vi. The Child is Not a Messenger: The parents shall not use the child as a messenger. Any issues that need to be discussed must be discussed between the parents, outside the presence of the child.
- vii. Increased Flexibility as the Child Grows: As the child grows up and matures, their needs and interests will change. The parents will use their best efforts to coordinate

with one another to ensure the child can engage in those appropriate activities they find most fulfilling. The parents shall understand that as the child gets older they may require more freedom and the parents may need to be more flexible, avoiding placing the child in the middle of a tug-of-war between them. Nevertheless, absent an agreement between them, the parents must follow this Parenting Plan and other applicable court orders, if any.

- viii. Advisory Guidelines: The Advisory Guidelines of Utah Code § 81-9-202 shall be binding upon the parents. If any inconsistency between this Parenting Plan and the Advisory Guidelines are found, however, this Parenting Plan shall govern.

b. **Communication & Information.**

- i. Co-Parent Communication: Communication about “adult issues” [such as “major decisions” as defined herein below] shall occur between the parents only; this includes a requirement for the parents to continue to communicate with one another directly and not through any potential future spouse, significant other, or any other third-party that may come into the life of the child—unless otherwise mutually agreed by both parents. Similarly, the parents shall not include their potential spouse, significant other, or a third-party in the discussions between the parents about the child. Communication between the parents shall be peaceful, civil, non-abusive, and comply with the Mutual Restraining Orders outlined below. The parties shall utilize the OFW [defined below, *see* definition *infra* at 17–18, Part 5.g.ii.] app between the hours of 9:00 a.m. and 8:00 p.m. for non-emergency messages.

ii. Child Communications: Both parents shall be entitled to reasonable, uninterrupted telephone, virtual, text, or other reasonable contact with the minor child at reasonable hours and for reasonable durations [which shall be based upon the child's abilities, interests, schedules, and willingness to participate] while the other parents is exercising parent-time with the child. Similarly, each parents shall enjoy mail and email contact with the child. The child is free to initiate contact with each parent without restrictions. Phone calls shall remain child centered, and the parent may not utilize their call to attempt to communicate with their co-parent, pry for information pertaining to the other parent, or otherwise causes distress in the child.; if such occurs, that phone call may be terminated. Any telephone calls, virtual parent-time or other similar communications between the children and a parent shall be unmonitored, unsupervised and not recorded.

A) Taking into consideration the foregoing, unless the parent has elected to have their call with the child at another time during the day, each party shall have a scheduled phone call with the child at 7:30 p.m. each night, which may consist of a 10-minute facetime.

B) The parties agree that when their child is at an age where it is appropriate for the child to have a cell phone of their own, Stephanie shall be responsible for obtaining such phone. The primary purpose of this phone shall be to enable the child to communicate with their parents; therefore, each parent shall not be allowed to take away phones from the child, aside from bedtime, and/or delete messages on the phone.

- iii. Response Time and Frequency of Communication: When a parent receives communication from the other, they shall make every effort to respond in a timely manner. Generally, a response shall occur within twenty-four [24] hours. However, the parents shall not be overbearing or excessive in the length or frequency of their messages. They shall only communicate with each other when necessary, communications shall be focused on the child, and they shall avoid pettiness and disputes—understanding that sometimes messages can be read in a negative tone or manner that was not intended by the other parent.
- iv. Relationships with the Child 's Support Personnel: Each parent is responsible for creating their own relationships with the children's teachers, doctors, coaches and friends, and shall not rely on the other parent's relationship with these individuals. Each parent shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other parent to fulfill this provision [especially if the other parent does not have access to obtaining such information themselves]. Moreover, the parents shall freely exchange information pertinent to the child consistent with this Parenting Plan, or when asked by the other parent.
- v. Child 's Illnesses: A parents shall notify the other parent immediately in the event of a medical emergency or when the child is ill and requires medical attention. If child is in the ER both parents are allowed to be there for the child 's comfort and support, however no communication will be present between the parents. The

parents shall not use the child 's illnesses as an excuse to interfere with parent-time. Both parents are competent to care for the child during illness. Nevertheless, the child's comfort shall be placed ahead of the parents own respective desires. As necessary, parents will give details on medication for the child and any dosages that have been or may need to be administered. Each parents shall administer medicine as instructed by the child's medical or other professional.

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

c. **Activities, Appointments, and Schooling.**

- i. Attending the Child's Activities: Both parents have the right to know about and attend all school, religious, and extra-curricular activities of the child, regardless of whether such activities occur during their parent-time schedule.
- ii. Calendaring Activities: The parents shall use a shared calendar [i.e. Google Calendar, OFW Calendar] to track the child 's school, religious, extra-curricular, or any other activity parents typically attend, as well as the child 's doctor, dental, or other similar appointments. These events shall be calendared by the parent within twenty-four [24] hours of receiving notice.
- iii. Child 's Attendance at Special Events: The parents shall make reasonable efforts for the child to attend special family functions. Neither parent shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent [i.e. weddings, extended family

reunions, or important ceremonies]. The parent requesting such an accommodation shall provide options for make-up parent-time with their request, so the other parent does not lose parent-time.

- iv. Listening to the Child's Interests Regarding Activities: It is both parents' responsibility to ensure that the child has the opportunity to be exposed to many good activities. Where either parent withholds exposure because they don't want to lose their child to such activities, it is ultimately the child who loses. Therefore, it is encouraged that both parents cooperate and listen to the child's wishes and desires regarding the activities the child would like to participate in. Both parents recognize that the activities the child is involved in must be comfortable for the child and that the parent's preferences, interests, and needs are inferior.
- v. Parents' Discussion about Potential Activities: Where a conflict in parent-time is likely to arise because of the child's enrollment in an activity, the parents shall discuss any proposed changes to the parent-time schedule with the other parent prior to talking with the child about such activity that they want them to be involved in.
- vi. Joint Enrollment of the Child in Extracurricular Activities: The parents shall agree on at least one extracurricular activity for the child. The parents shall equally split [50/50] the costs of the child's extracurricular activities. Any changes to the child's extracurricular activity shall be mutually agreed upon before such changes are implemented.

A) If reimbursement is necessary, proof of payment shall be provided by the parent incurring the expenses to the other within thirty [30] days of incurring the same.

vii. Unilateral Enrollment of the Child in Extracurricular Activities: Either parent can enroll the child in activities that do not require involvement of the other parent. By doing so, the parties recognize the other parent will not be sharing the cost and the activity shall not interfere with their parent-time. Parents shall split the reasonable and necessary costs associated with at least one extra-curricular activity that the child wants to participate in but this does not preclude them from agreeing to more than one activity and before engaging in unilateral enrollment it is encouraged to check with the other parent to determine if the activity can be an agreed upon activity.

viii. Church Membership Records: The parties shall comply with Section 33.6.13 of the General Handbook for The Church of Jesus Christ of Latter-Day Saints [the “Church”] regarding the Records of Children of Divorced Parents, as follows:

A) The children may attend Church meetings in both parents’ Wards; however, Stephanie’s Ward shall be the primary Ward responsible for keeping and updating the children’s official membership record. In compliance with Section 33.6.5, Stephanie’s Bishop shall oversee updating the membership record, performing ordinances, and conducting interviews for the children.

- B) The foregoing notwithstanding, at Scott's election, an out-of-unit member record for the children may be created in his Ward so that the children may receive a calling in his Ward and be included in the Ward directories and rolls.
 - C) For additional guidance on this issue, please refer to the General Handbook provided by the Church.
- ix. Education and School: The parents shall share equally split [50/50] all reasonable and necessary educational expenses for the child, including, but not limited to, tuition, school supplies, books, uniforms, and field trips. Any such expenses shall be paid promptly, and if one parent covers the full cost initially, the other parent shall reimburse their share within thirty [30] days of receiving a written request accompanied by documentation.
- A) Neither party shall be allowed to make unilateral changes to the child's school emergency contact list and both parents and grandparents shall be listed on such.
- d. **Decision Making/Dispute Resolution**. The parents shall make major decisions together and give good faith consideration to the views of the other regarding such, as follows:
- i. Major decisions shall constitute significant decision involving medical, schooling, or religious issues. Such major decisions include, but are not limited to, the choice of schools, tutors, or childcare; significant non-emergency medical, dental, or psychological treatment; religious upbringing; and enrollment in significant extracurricular activities. In such occasions, if the parents disagree, they shall seek

input from treating physicians/educators and both shall be provided with the input.

The parents shall then discuss such decisions, in relation to such input, as follows:

- A) The parent proposing a major decision shall provide written notice to the other, unless the matter is urgent;
 - B) The notice must include a clear description of the decision to be made, the reasons for the proposed decision, and any relevant input from the treating physicians/educators supporting their decision; and
 - C) The parents receiving notice shall respond to such notice within twenty-four [24] hours. If their decision differs from the notice provided by the other, then the parties shall each provide the other three alternative options for the major decision in an attempt to resolve their disagreement.
- ii. If the parents cannot agree on a decision after making a good faith effort to come to an agreed upon decision the parents shall utilize the input of the treating professional and follow their recommendation to guide the decision. In addition, Stephanie shall have preliminary decision making authority on school issues, including the choice of schools, except in circumstances subject to paragraph 4(a)(i)(A).
- iii. If either party believes that a decision is contrary to the best interests of the child, they have the right to seek review thereof through court; however, they have the burden to demonstrate that the decision is contrary to the child's best interests. It shall not be sufficient to demonstrate that an alternative decision may also have been in the interest of the child.

e. **Transportation, Travel, And Local Relocation.**

- i. **Traveling Accommodation:** Each parent shall be responsible for ensuring that the child is wearing their seatbelt while traveling in the car during their respective parent-time. As age appropriate, the child must travel in an appropriate and certified car seats at all times, that does not have an expired warranty, and each parent shall be required to provide their own car seat.
- ii. **Pick-Up and Drop-Off:** Exchanges shall occur as the parents agree. If the parents cannot agree, the parent beginning their parent-time shall be responsible for picking the child up from school, the bus stop [if the child rides the bus home from school], or at the parking lot of the Smith's Food and Drug at 1485 Harrison Blvd Ogden, Utah 84404 begin their parent-time.
 - A) Each party will be expected to be on time for their parent-time exchanges.
 - B) If a parent is late to the pick-up time, the violating parent shall provide the other notice and be required to pick-up/drop-off the child at the others residence within the hour of the exchange time. Accordingly, neither parent is expected to wait more than fifteen [15] minutes for the other to arrive. If a parent violates this requirement, or is more than fifteen [15] minutes late to an exchange, they shall be required to pick up the child from the other parent's residence to begin their parent-time.
 - C) The parents may send a third-party, approved upon by both parents in writing, in their stead to pick-up or drop-off the children.

- iii. Importance of Being On Time: The parents recognize and understand that the other parent has plans, schedules, and other constraints on their time. Each parent shall be considerate of this by demonstrating routine timeliness. Any expected change in pick up time needs to be communicated at least twenty-four [24] hours in advance except in cases of emergency [including work emergencies]. And, if a parents is fifteen [15] or more minutes late to picking up the child from the others residence for their scheduled pick up time, the other parent shall not be required to wait around for the non-complying parent to arrive and, if necessary, communicate the need for the non-complying parent to pick up the child a location other than the compliant parent's residence.
- iv. Behavior During Parent-Time Exchanges: Parents shall keep communications positive during parent-time exchanges. The parents recognize that it is healthy for the child to see their parents have positive interactions with each other. Parent-time exchanges should be brief and without fanfare or drama. Parent-time exchanges are not the place to resolve disputes or discuss substantive issues regarding the child, regardless of whether the child can hear the conversation.
- v. Non-routine Travel with the Child: The parents shall follow Utah Code § 81-9-202(19) with regards to non-routine travel and vacations with the child. Namely, whenever the child travels with either parent, all of the following will be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be reached. When travelling, the parent will make

reasonable efforts to facilitate communication with the other parent. If the child requires a passport for travel, both parents will assist in obtaining such passports.

vi. Change of Contact Information: The parents shall provide one another with current contact information within twenty-four [24] hours of any local change of address, a new telephone number, or new email address.

f. **Joint Financial Obligations of Child**. The parties shall equally provide for the child's financial needs, and each parent is liable only for fifty-percent [50%] of the share of the relevant expense. Pursuant to Utah Code § 15-4-6.7, collection and billing of the parties respective financial obligation to the child shall occur as follows:

i. The parents shall provide any medical or dental provider described in Utah Code §§ 26B-9-224 and/or 81-6- 202 a copy of the Decree, and the provider shall:

A) At or before the time the provider renders medical or dental services to the child, and upon request from a parent, separately bill each parent for their respective share of the medical and dental expenses that each parent is required to pay under the Decree; or

B) Within thirty [30] days after the day on which the provider renders the medical or dental service to the child, may not:

a. Make a claim for unpaid medical and dental expenses against a parent who has paid in full their respective share of the medical and dental expenses that they are required to pay under the Decree; or

- b. Make a negative credit report under Utah Code § 70C-7-107, or a 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 their share of the medical and dental expenses that they are required to pay under the Decree.
 - ii. The parents shall provide any service provider relevant to the child's school and extracurricular fees, as contemplated in Utah Code § 81-4-406, a copy of the Decree, and the provider shall:
 - A) Before the day on which the provider first issues a bill for such expense, and upon request from a parent, separately bill each parent for the share of the expense that each parent is required to pay; and
 - B) May not make a negative credit report under Utah Code § 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 their respective share of the school fee that they are required to pay under the Decree.
 - iii. Notably, a provider may bill a parent for that parent's share of a child's expenses regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of such expenses.
- g. **Mutual Restraining Orders.**

- i. Communication: The parents are mutually restrained from threatening, harassing and stalking each other; and all communication should be civil in nature. The parents' communication should be in reasonable duration and in length. Generally, the parents will wait until the other parent has had a chance to respond before sending another message with the same communication. However, if a reasonable amount of time has passed that parent can send a follow-up request, but at no time should a parent ever bombard the other with requests on the same issue. It is expected that all requests should be responded to in a reasonable amount of time. The parents' communication should be limited to child related issues. The parents will not attempt to influence the children through reward, punishment or guilt. The parents shall not involve the children in legal disputes.
- ii. Our Family Wizard: The parents' communication about the children shall primarily occur through the parenting application Our Family Wizard ["OFW"]. Accordingly, such communications shall occur, as follows:
 - A) The parents shall use the shared calendar in OFW to track the children's school, religious, extra-curricular activities, and/or any other activity parents typically attend, such as doctor, dental, or other similar appointments.
 - B) The parent scheduling appointments or events and/or receiving notice of such on behalf of the children shall be required to update the shared OFW calendar with such information within twenty-four [24] hours of receiving of the same.

- iii. Harassment: Both parents shall be mutually restrained from harassing, annoying, or otherwise bothering the other parent, or from committing any domestic violence or abuse against the other.
- iv. Stay Away: Both parties shall be mutually restrained from driving by one another's residences except for a purpose outlined under this Decree, entering one another's residences uninvited by the other parent, or coming onto the property of one another's residences without express permission.
- v. Disagreements: The parents shall not involve the child in their legal disputes, financial matters, parent-time, and/or custody issues. The parents shall not attempt to influence the child or the child's preference with respect to issues of custody and or parent-time, either by reward, or punishment, or guilt.
- vi. Discipline: All discipline of the minor child shall be reasonable, age-appropriate, and non-physical, and shall be designed to teach, guide, and protect the child rather than to punish. Accordingly, the parents shall discipline the children, as follows:
 - A) Neither parent, nor any person acting on behalf of a parent, shall engage in corporal or physical punishment of the children under any circumstances. For purposes of this Parenting Plan, "corporal or physical punishment" includes, but is not limited to: striking, spanking, slapping, hitting, pinching, shaking, biting, pulling hair, throwing objects at the child, forcing physical exertion [beyond age-appropriate activity], physically restraining the child except when necessary to prevent imminent harm, or any use of physical force intended to cause pain, discomfort, or humiliation.

- B) Neither parent shall withhold food, water, medical care, shelter, clothing, or other basic necessities as a form of discipline. Sending a child to bed without an age-appropriate meal, denying medically necessary care, or otherwise depriving the child of basic needs as a disciplinary measure is expressly prohibited.
 - C) Neither parent shall subject the child to degrading, humiliating, or terrorizing verbal discipline, including but not limited to threats of abandonment, threats to harm the child or the child's caregiver, name-calling intended to demean the child, or any discipline that causes excessive fear, emotional trauma, or psychological injury.
 - D) Acceptable discipline shall be limited to non-physical methods that are designed to instruct and correct, including without limitation: (a) clear, age-appropriate explanations and instruction; (b) setting and consistently enforcing predictable limits and routines; (c) natural consequences and logical consequences that are reasonably related to the misbehavior; (d) brief, supervised time-out consistent with the child's age and developmental level; (e) loss of privileges that are reasonable, limited in duration, and proportionate to the misbehavior; and (f) positive reinforcement and specific praise for desired behaviors.
- vii. Sleepovers: Unless agreed upon in writing by the parties, the child shall have no sleepovers at any house other than specifically Stephanie, Scott, either

grandparents, or the home of an immediate aunt/uncle unless accompanied by the parent in whose custody they are in.

- viii. Third -parties: Both parents shall be mutually restrained from inducing or allowing any third-party individuals to do what they themselves are prohibited from doing under this Parenting Plan and shall have the affirmative duty to use his or her best efforts to prevent such third-parties from committing such violations, or shall remove the child from such circumstances if they occur. Each parent shall control their own extended family and ensure that their conduct and behavior around the child are consistent with these terms. The parents shall be responsible to mitigate any third-party interference in matters related to their child.
- ix. Stepparents and Significant Others: The parents shall value the positive aspects of the potential stepparents and significant others of the other parents [collectively “significant others”] and will likewise ensure any significant others that they introduce to the relationship does not overstep their limited role. The role of a significant other is to support, not supplant, the child’s biological parents.
- x. School and Homework: That the child school schedule and education expectations requires attentiveness to details—such as completing homework on time, getting the child to school on time, and communicating with one another about schooling expectations with their teachers/counselors. Thus, the parents shall work together to help the children excel in their academics by equally sharing in all reasonable and necessary costs associated with school curriculum.

- xi. Hygiene: The parents recognize the importance of maintaining appropriate hygiene for the children—to promote their health, well-being, and social development. Both parents shall communicate, as necessary, to ensure continuity of hygiene routines and to address any hygiene-related concerns promptly.
 - xii. Personal Property of the Child: The minor child's personal property, including but not limited to toys, books, electronics, and similar belongings, shall be permitted to travel freely between the parents' respective residences without restriction. The child shall be entitled to use and enjoy their personal belongings at their leisure, regardless of which parent purchased the items or in which household the items originated. Neither parent shall intentionally withhold the child's personal property from the other parent's home, except for items that pose a legitimate safety concern. Both parents shall take reasonable care to ensure that the child's property is maintained in substantially the same condition, accounting for normal wear and tear that may occur over time.
- h. **Conclusion**. If the court finds either parent's actions to be dishonest, deceptive or frivolous, or them in non-compliance of this Parenting Plan, then it should sanction them. Each parent shall routinely review each and every provision of this Parenting Plan and ignorance shall not be a permissible defense to violations of such.

2. **CHILD SUPPORT**:

- a. That for child support purposes Stephanie's gross monthly income is imputed at \$1,257 and Scott's gross monthly income is imputed at \$17,434.
- b. Stephanie is awarded 183 overnights and Scott is awarded 182 overnights. Accordingly,

that Scott's child support obligations to Stephanie is \$1,067 per month commencing the date of the parties Stipulation.

- c. The parties acknowledge that Stephanie is currently unemployed, but in the process of seeking and obtaining employment. Upon obtaining employment, Stephanie shall notify Scott and child support shall be recalculated based on the parties respective incomes once Stephanie obtains such employment. This modified child support amount shall commence the first full month after her obtained employment.
- d. That Scott's child support is due $\frac{1}{2}$ by the 5th and $\frac{1}{2}$ by the 20th of each month [Utah Code § 81-7-102(3)]. That the child support obligation shall continue until i) a minor child reaches the age of eighteen [18]; or ii) until the child has graduated from high school during the child's normal and expected year of graduation - whichever occurs later. Commencing the following month, the parties shall automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child [www.utcourts.gov/childsupport/ calculator].
- e. An order through the Office of Recovery Services authorizing Universal Withholding of Relief may issue if the obligor becomes thirty days delinquent in the payment of child support [Utah Code § 26B-9-303 (2024)].

3. **CHILD CARE:**

- a. The parties shall equally share any out-of-pocket childcare costs incurred solely for the purpose of either parent working. [Utah Code § 81-6-209 (2024)].
- b. The parent incurring the child care expense shall provide written verification of the cost and identity of a provider to the other parent upon initial engagement of a provider.

Notice shall be given to the other parent of any change in provider or expense within thirty [30] calendar days of the change.

- c. The parent incurring child care 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 this section.

4. **HEALTH INSURANCE:**

- a. **Code.** The parties shall maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment [Utah Code § 81-6-202(10) (2024)].
- b. **Apportionment of Medical Insurance Premium.** Each party shall pay one-half of the minor child's portion of the medical, dental, mental, and vision insurance premium.
 - i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.
 - ii. The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty [30] days from the date of the change and provide an annual updated medical card, if necessary.
- c. **Out-of-Pocket Costs.** Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, mental, dental/orthodontia,

prescriptions, deductibles, co-pays and other such reasonable expenses associated with the child.

- d. **Reimbursement.** The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within thirty [30] days of payment. The other party shall reimburse their one-half within thirty [30] days of receipt of the verification.
- e. **Compliance.** The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party incurring the expenses fails to comply with this section.
- f. **Double Coverage.** If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of Scott shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Stephanie shall be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party shall pay a portion of the other party's premium—regardless of any disparity in the premium cost [Utah Code § 81-6-208(3)(c) (2024)].

5. **CHILD RELATED INCOME TAX DEDUCTIONS:**

- a. That Stephanie is awarded the right to claim WNW and Scott is awarded the right to claim ACW. Upon the emancipation of a child, Stephanie is awarded the right to claim the remaining child in even years and Scott is awarded the right to claim the remaining child in odd years.
- b. If Scott is not current in his child support obligation the tax exemption shall automatically revert to Stephanie [Utah Code § 81-6-210 (2024)]. That if the Stephanie believes Scott is not current in their child support obligation then she shall send a written notice of delinquency to Scott by no later than December 5. The notice shall state: a) that Scott is delinquent; b) the amount of the delinquency with a brief description of how determined; c) that if not cured by December 31 then Stephanie is entitled and intends to claim any minor child that would have been awarded Scott.
- c. That upon reasonable advance notice and request - each party shall provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

6. **PERSONAL PROPERTY:**

- a. That Scott is awarded the following personal property free and clear of any claim of Stephanie, as follows: His Subaru WRX and any debts associated therewith; his Lego and trading cards collections; the 2009 Honda Accord; his gun collection; and any other personal property currently in his immediate possession.
- b. That Stephanie is awarded the following personal property free and clear of any claim of Scott, as follows: 2016 Ford Explorer and any other property currently in her possession.

- c. That any marital property owned by the parties not identified above shall be equitably divided between them. The parties shall exchange a comprehensive list of any property they deem to be marital property within thirty [30] days of the parties Stipulation and include an estimated value of said property. If either party requests any specific details of any personal property still in the possession of the other party, the other party shall provide them with those details.
- d. Thereafter, the parties shall agree on an equitable division of their marital property. If the parties are unable to agree to an equitable division of such, then the parties shall mediate any dispute thereto prior to bringing the action before the court.
- e. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.
- f. All property shall be exchanged within thirty [30] days of any agreement on the division of such marital property and, if necessary, the parties shall provide any necessary paperwork to effectuate the transfer of ownership of any relevant property within that same time period.

7. **BANK ACCOUNTS:**

- a. That the parties are each awarded their respective bank accounts.
- b. That Scott is awarded the following accounts and any current balances associated therewith, as follows: (i) US Bank Checking Account #1146; (ii) US Bank Checking Account #5744; (iii) Capital One Checking Account #5636; (iv) US Bank Account #5686; (v) Yotta Checking Account #6710; (vi) Lincoln Savings Bank Checking Account #4872; (vii) Apple Savings Account #3573; (viii) Chime Checking Account

#1907; and (ix) Acorn Securities Investing Account #4041.

- c. That Stephanie is awarded the following accounts and any current balances associated therewith, as follows: (i) AFCU Account #8518; and (ii) Venmo account.
 - d. That the parties shall equitably divided any other joint account assets, consistent with the parties' Stipulation. If the parties are unable to agree to further distribution, then the parties shall mediate any dispute thereto prior to bringing the action before the court.
 - e. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.
 - f. All property shall be exchanged within sixty [60] days of the entry of the Decree.
8. **PROOFPOINT STOCK**: That the parties shall equally divide the value of any and all shares of stock options in Proofpoint – Share Works as of the date of entry of the Decree.
9. **DEBTS**:
- a. That the parties shall pay any and all debts incurred in their individual name since the parties' separation in February of 2024.
 - b. That Stephanie shall pay the following individual or marital debt to-wit:
 - i. CBNA Best Buy credit card, Account #5348;
 - ii. Fordpass Visa Rewards credit card, Account #7180; and
 - iii. Capital One Kohls credit card, Account #5636.
 - c. That Scott shall pay the following individual or marital debt to-wit: his own student loans;
 - i. US Bank personal loan, Loan #8954;
 - ii. Apple credit card, account associated with scottwimmer@icloud.com;

- iii. Citi Costco Visa credit card, Account #0060;
 - iv. Chase Amazon credit card, Account #1522;
 - v. Subaru Motorsport Chase auto loan, Account #3208, for the 2023 Subaru WRX, VIN JF1VBAU60P8811500;
 - vi. Nelnet, Department of Education student loan in his name;
 - vii. Capital One Quicksilver credit card, Account #1358;
 - viii. Capital One Venture credit card, Account #4900;
 - ix. CBNA Best Buy Credit Card, Account #4463;
 - x. Synchrony Bank CareCredit, Account #4819;
 - xi. Synchrony Bank PayPal Credit, Account #7051;
 - xii. Upstart Network Inc. personal loan, Loan # 8954;
 - xiii. Discover Bank credit card, Account #0270; and
 - xiv. The remaining balance of the parties' unpaid IRS debt for previous tax years.
- d. **Arrears.** That in exchange for Scott's acceptance of the parties foregoing debts, Stephanie agrees to waive any arrears that accumulated prior to the parties entering into their Stipulation.
- e. **Other potential debts.** That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.
- f. **Bankruptcy protection.** The payment of the debts contemplated above are non-dischargeable in bankruptcy for purposes of the indemnification of the other party. The parties assuming any debts of the other party shall remove the other party's name

therefrom, if necessary, within thirty [30] days of the parties Stipulation. After doing so, that party may move forward with paying off such debts as they see fit—including filing for bankruptcy, if necessary.

10. **RETIREMENT BENEFITS:**

- a. That the parties shall equally divide the parties' retirements and stock by dividing half [$\frac{1}{2}$] of all growth and principal of the account that accrued during the course of the marriage; any pensions shall be divided pursuant to the *Woodward* formula. All known or later discovered retirement accounts, including but not limited to Scott's Fidelity Proofpoint 401(k), will be equally divided by all growth and principal that accrued from the date of marriage to the date of the parties' Decree. For the purpose of division, any withdrawals made since the date of separation shall be added back to the balance of the accounts. A Qualified Domestic Relations Order ["QDRO"] shall issue from this Court to assist the parties in dividing the foregoing.
 - i. Division Date will be the parties' date of divorce.
 - ii. Stephanie's counsel shall prepare the QDRO. The parties shall equally divide any and all fees associated therewith within sixty [60] days of receiving documentation of the same.
 - iii. That if a party desires to elect a survivor's benefit they may do so at their own cost.
 - iv. That if any specific language is required to effectuate these terms the parties shall cooperate in amending any order accordingly.
- b. That the parties shall exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange shall occur

within sixty [60] days of the entry of the Decree, and each party should cooperate and execute all documents necessary to effectuate the transfer of their retirement and related investment accounts.

11. **ALIMONY**: That Scott shall pay Stephanie alimony in the amount of \$1,700 per month. That the alimony award shall continue for an additional eighty-four [84] months. Scott's monthly alimony obligation under the terms of this paragraph shall begin on September 1, 2026 and continue until Stephanie remarries, cohabitates, dies or until the duration of months hereunder has expired—whichever occurs first.
12. **MAIDEN NAME**: That Stephanie is restored to her maiden name of Stephanie Allen, if she so desires.
13. **ATTORNEYS FEES**: That each of the parties shall pay their own attorney fees and court costs if this matter.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/Ryan Stanger
Ryan Stanger
Attorney for Scott Wimmer

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED August 21, 2026

Farr Cragun & Berube, P.C.

/s/ Jon L. Yukon

Justin G. Berube

Attorney for Stephanie Wimmer

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Ryan Stanger
rstanger@alandstanger.com

☒ E-Mail
☐ Facsimile
☐ Hand delivery
☐ E-Filed

The foregoing was performed on August 21, 2026

/s/ Ashley Warner

Law Clerk

