



Cobie Spevak, Bar No. 12672
 ARNOLD, WADSWORTH & COGGINS, PLLC
 298 24th Street, Suite 230
 Ogden, UT 84401
 Tel: 801-475-0123
 Fax: 800-381-5370
 cspevak@arnoldwadsworth.com
 Attorneys for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT, IN AND FOR WEBER COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: KATIE JO KARABATSOS, Petitioner, and JOSHUA ANDREW KARABATSOS, Respondent.	DECREE OF DIVORCE Case No.: 264900708 Judge: HANSEN Commissioner: WILSON

Petitioner, Katie Jo Karabatsos (hereinafter "Katie") initiated this action with the filing of her *Verified Petition for Decree of Divorce* on May 20, 2026. Respondent, Joshua Andrew Karabatsos (hereinafter "Joshua") was duly served and filed an *Answer and Counter Petition for Decree of Divorce* on May 13, 2026. The parties later executed a written *Stipulation and Marital Settlement Agreement* (hereinafter "the Agreement") on August 6, 2026, which is on file with the Court. Based thereon, and Petitioner's *Declaration of Jurisdiction and Grounds*, and having made and entered Findings of Fact and Conclusions of Law, and for good cause appearing, the Court now ORDERS, ADJUDGES and DECREES as follows:

PARTIES, JURISDICTION AND GROUNDS

1. Katie is a bona fide resident of Weber County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.
2. Jurisdiction is proper in this court pursuant to Utah Code Ann. §81-4-402.
3. Venue is proper in this court pursuant to Utah Code Ann. §81-4-402.
4. The parties were married on May 11, 2007 in Tooele County, State of Utah.
5. The parties separated on or about April 8, 2026.
6. During the course of the marriage the parties have experienced difficulties that cannot be reconciled, and which have prevented them from pursuing a viable marriage relationship, and therefore Katie shall be granted a Decree of Divorce from Joshua severing the bonds of matrimony, the same to become final upon entry, pursuant to Utah Code Ann. §81-4-405(1)(h).

DISCLOSURES REGARDING CHILDREN

7. The parties are the parents of three (3) children who have been born or adopted during the marriage, to wit: E.J.K., born March 24, 2008; O.A.K., born September 29, 2014; and A.J.K., born June 20, 2018. E.J.K. is 18 years old and has graduated from high school and is therefore emancipated.
8. No other children are expected.

9. The minor children are bona fide residents of the State of Utah and have been for at least six (6) months prior to the filing of this action; hence, Utah is the home state of the minor children.

10. The parties are unaware of any other person(s) not a party to the action who has or claims to have any custody or parent-time rights to the minor children.

11. The parties have not participated in and are unaware of any pending custody litigation concerning the parties' minor children.

12. The parties have not participated in and are unaware of any proceedings in the juvenile court of this state or any other state concerning the minor children.

CUSTODY AND PARENT-TIME

13. Legal Custody. The parties shall be awarded joint legal custody of the minor children pursuant to the proposed *Parenting Plan* submitted herewith.

14. Physical Custody. The parties shall be awarded joint physical custody of the minor children subject to the parent-time schedule set forth below.

PARENTING PLAN

15. Parent-time. Parent-time shall be pursuant to the following schedule repeating on a 14-day cycle. The parties shall work together to modify this schedule to transition to an equal parent-time schedule as work and school schedules allow.

	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>Sa</u>	<u>Su</u>
Week One	Katie Overnight	Josh Overnight	Josh (Katie overnight)	Katie Overnight	Katie Overnight	Josh Overnight	Josh Overnight
Week Two	Josh (Katie overnight)	Katie Overnight	Katie Overnight	Josh Overnight	Josh Overnight	Katie Overnight	Katie Overnight

16. Safety Plan. Neither party shall drink alcohol to the point of intoxication or use illegal drugs or prescribed drugs in a manner inconsistent with their prescribed use both prior to and during parent-time. Neither party shall leave firearms unattended or in a location where a child may access them.

17. Primary Residential Parent. Katie shall be designated as the primary residential parent for purposes of where the children attend school, including designated feeder schools.

18. Relocation. If, at any point, either party intends to relocate outside of a 20-mile radius of their current residence, the parties shall be bound by the notice requirements found in Utah Code Ann. §81-9-209. In addition, if the proposed relocation makes joint physical custody unworkable, the parties shall meet in mediation in an attempt to review and modify this Parenting Plan prior to filing a Petition to Modify custody and parent-time with the Court.

19. Transportation for Parent-time. The parent ending their parent-time shall provide the necessary transportation in connection with the end of

their parent-time. Katie shall drop off the children to school or daycare at 8:20 a.m. on school days and drop off to Joshua at 8:00 a.m. on non-school weekdays and 9:00 a.m. on weekends. Joshua shall drop off the children to Katie at 8:00 p.m. on the day before his parent-time officially ends, except on Saturdays or any other day Joshua is not working, when he shall drop off at 9:00 a.m. on the day his parent-time officially ends. Pick-ups and drop-offs of the minor children may occur at school or day care as applicable. Exchanges that occur at the parties' home shall be curbside. The parties shall work together to modify transportation arrangements for the children according to changing school and work schedules.

20. Right of First Refusal. The parties shall be awarded an overnight right of first refusal whereby, if a parent is unable to provide direct care for the children for overnight or longer, that parent shall offer the right to provide the care for the children to the other parent before any other surrogate care provider. The parent exercising the right of first refusal shall provide all related transportation for the children.

21. Holiday Parent-time. Holiday parent-time shall be governed by the following schedule:

Holiday	Holiday Time Period	Years Katie is Granted Holiday	Years Joshua is Granted Holiday
Easter Sunday	(1) Holiday begins at 8 p.m. on the Saturday before the holiday. (2) Holiday ends Sunday at 8 p.m.	Odd years	Even years
Mother's	(1) Holiday begins on Mother's Day at 9	Katie's	

Day	a.m. (2) Holiday ends on Mother's Day at 8 p.m.	Each Year	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 8 p.m.		Joshua's Each Year
Independence Day	(1) Holiday begins on July 4th at 9 a.m. (2) Holiday ends on July 5th at 9 a.m.	Even years	Odd years
Thanksgiving	(1) Holiday begins on Thursday at 9 a.m. (2) Holiday ends on Thursday at 8 p.m.	Even years	Odd years
Christmas Eve	(1) Holiday begins at 8 p.m. on December 23. (2) Holiday ends at 8 p.m. on December 24.	Odd years	Even years
Christmas Day	(1) Holiday begins at 8 p.m. on December 24. (2) Holiday ends at 8 p.m. on December 25.	Even years	Odd years
New Year's Eve	(1) Holiday begins at 4 p.m. on December 31. (2) Holiday ends at 9 a.m. on January 1.	Even	Odd
New Year's Day	(1) Holiday begins at 9 a.m. on January 1. (2) Holiday ends at 8 p.m. on January 1.	Odd	Even
Child's Birthday*	(1) Holiday begins at 9 a.m. on holiday. (2) Holiday ends at 8 p.m. on holiday. *Siblings may accompany a child for their birthday parent-time.	Odd	Even

22. Extended Parent-time. Each parent shall be entitled to designate up to fourteen (14) days to exercise uninterrupted parent-time for travel or vacations. The fourteen (14) days may be exercised throughout the calendar year except that each parent may exercise up to only seven (7) days during the school year. The two weeks shall not take precedence over the holidays designated above. Therefore, holidays not designated by the above listed chart may be used by either party for their one- week period of time. The parties shall share the responsibility to transport the children in

connection with the exercise of extended parent-time, with the parent who is commencing their time with the children being responsible to pick up the children. Notice of extended parent-time dates shall be provided as follows:

- a.** Commencing with the 2027 calendar year and in all odd-numbered years thereafter, Katie shall provide written notice of her extended parent-time dates on or before February 15st and thereafter, Joshua shall designate his time by February 28th.
- b.** Commencing with the 2028 calendar year and in all even-numbered years thereafter, Joshua shall provide written notice of his extended summer parent-time dates on or before February 15th and thereafter, Katie shall designate her time on or before February 28th.
- c.** If a parent fails to provide notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their elections take precedence. The reason for the February designation is due to when Josh's work schedule is released. Should Josh receive his schedule after February 15th, he shall still be able to designate first on his year and in a timely manner on his odd year.

d. For 2026 only, the parties agree that Katie shall be allowed to take the minor children to Wyoming from November 6-8, 2026 and to Germany in December 2026 for seven (7) days. The parties further agree that for 2026 only, Joshua may also designate up to eight (8) days of extended parent-time with the children so long as Joshua provides at least thirty (30) days advance written notice to Katie.

e. Josh currently works at the fire department; therefore, on his holiday days a designated family member may bring the children to the station to help Josh exercise holiday time.

23. Trades and Make-up Parent-time. There shall be no make-up parent-time when a parent must forfeit regular parent-time for any reason. However, the parties shall work together to trade holiday parent-time as necessary in order to remain on the same rotating holiday parent-time schedule.

24. Travel. When the minor children travel with either parent out of state, all of the following shall be provided to the other parent at least 30 days in advance:

- a.** An itinerary of travel dates;
- b.** Destination(s);
- c.** Places where the minor child or traveling parent can be reached; and

d. The name and telephone number of an available third party who would be knowledgeable of the minor children's location.

25. Passports. The parties shall cooperate to prepare, sign and submit applications for passports for the minor children no later than September 3, 2026.

26. Romantic Partners. The parties recognize that the children's emotional well-being, stability, and sense of security are best served by thoughtful and age-appropriate introductions to significant romantic partners. Each parent shall exercise reasonable judgment and consideration for the children's needs when deciding whether and when to introduce a romantic partner to the children.

27. Neither party shall have romantic partners spend the night with the minor children present unless they have been in an exclusive relationship for at least 30 days. An exclusive relationship cannot start until at least after the entry of the Decree of Divorce. This provision is intended to promote respectful co-parenting and the children's best interests. It does not require either party to obtain the other party's approval before introducing a romantic partner to the children.

28. Decision Making. Each parent has authority to make day-to-day decisions concerning the minor children while the children are in the care of that parent. Each parent also has authority to make emergency decisions

concerning the children while they are in the care of that parent. As soon as the child arrives at the hospital or medical facility, the parent caring for the child shall immediately contact the other parent regarding the emergency.

a. The parties shall share all major decisions concerning their minor children's health, medical care, education, religious upbringing, and general welfare. The parties shall use the following decision-making procedure as their guide:

- i. The parties shall initially identify the issue;
- ii. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspectives; and
- iii. The parties shall brainstorm in good faith all possible solutions related to that specific issue, including consulting a professional in the area of expertise (e.g. doctor, teachers, dentists, therapists, etc.) and shall attempt to reach an agreement based on the recommendation from the professional.

29. Resolving Disputes. If the parties cannot reach a mutual decision regarding the minor children, then the parties shall participate in mediation or another alternative dispute resolution process, with each party paying one-half of the associated cost. If the parties are unable to come to a

consensus in alternative dispute resolution, neither party shall have final say. Either party may then seek judicial intervention with the prevailing party being awarded their attorney fees and costs of court.

30. Medical Providers & Appointments. The minor children shall remain with their present medical providers including those for dental and vision care and mental health therapy unless the parties agree otherwise. The parties shall follow the recommendations of these providers unless the parties mutually agree to deviate from the recommendations. Katie shall continue to schedule routine medical, dental, therapy etc. appointments for the minor children, which may occur during either party's parent-time. Both parties shall have a right to be present for the appointments. Katie shall coordinate with Joshua when scheduling appointments to ensure that he can transport the children to the appointments and/or be present for the appointments. In case of an emergency either parent may schedule an appointment or take the child to a doctor, however that parent shall immediately notify the other parent of this event.

31. Special Considerations. The parents agree that the following provisions are in the best interest of the minor children, and they agree to follow them as part of their Parenting Plan:

- a.** The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.

- b.** The parent-time schedule shall be utilized to maximize the continuity and stability of the minor children.
- c.** Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant life events in the lives of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d.** Ongoing relationships between the children and a parent's extended family members shall be permitted and encouraged. Any visitation by relatives shall take place during the parent's scheduled parent-time except as the parties can agree otherwise.
- e.** The children's regular school hours shall not be interrupted for parent-time except as otherwise set forth herein.
- f.** If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the minor children, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.
- g.** Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court order.

h. Unless notice is otherwise provided to both parties by the school, event organizer, etc., each parent shall notify the other parent within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community meetings and functions in which a minor child is participating, being honored, or discussed, and both parents are entitled to attend and participate fully in those meetings or functions.

i. Both parents shall have unlimited access to the minor children's school, including full access to all school reports, homework, teachers, and other school staff.

j. Both parents shall have unlimited access to all records concerning the minor children, including medical records.

k. Each parent shall notify the other parent immediately in the event of a medical emergency involving a minor child.

l. Each parent shall provide the other with a current address and telephone number within twenty-four (24) hours of any change.

m. Each parent shall enjoy telephone, video conference, email, letters, text, or other alternative forms of contact with the minor children at reasonable times and places, considering the children's bedtimes and the other parent's schedule. The children may contact the other parent at any time they desire

using any method available. The children shall enjoy privacy during their virtual parent-time with the other parent. Neither parent shall interfere with or monitor virtual parent-time between the children and the other parent.

n. The parties shall have civil, written communication regarding the children using the Our Family Wizard app and shall utilize telephone calls only in the event of an emergency involving the minor children. The parties shall subscribe to OFW no later than August 15th, 2026. Each party shall pay their own costs for using the app. The parties shall use the app to calendar parent-time and events and to reimburse one another for the children's expenses as necessary. Third parties including new romantic partners shall not be involved in the parties' communication regarding the children except in case of an emergency. The parties shall return messages within twenty-four (24) hours of receipt except in case of an emergency.

32. Co-Parenting Principles. Katie and Joshua also adopt and agree to follow the following principles:

- a.** We agree to create a new co-parenting relationship based on trust and respect.
- b.** We agree to create a cooperative co-parenting relationship.

- c.** We understand we are creating a new relationship from this point forward.
- d.** We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
- e.** We recognize that the minor children's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
- f.** We agree to treat each other as we would like to be treated.
- g.** We agree to be flexible to build goodwill with each other.
- h.** We agree to communicate frequently regarding the best interests of the minor children and to return texts, emails, and telephone calls promptly.
- i.** We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
- j.** We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.

k. In our communications, we agree to not put down or otherwise show disrespect to the other parent and maintain respectful and productive dialogue.

l. We understand that we shall share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.

m. We recognize that the minor children have extended family relationships and agree to accommodate our co-parent's reasonable requests to take the children to special family events.

n. We understand that the minor children shall grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.

o. We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.

p. We agree that we will focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem or issue. We understand it is helpful to share ideas and research as we work toward a resolution.

q. We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if the child has a problem with one parent, then the child and that parent alone shall solve the problem.

r. We agree not to use the minor children as messengers or problem solvers.

s. We agree to allow the minor children to love both parents.

t. We recognize that as the minor children grow older, their friends, school, and extracurricular activities will become more significant in their lives. Consequently, it is helpful to have the children provide input to our time-sharing schedule and design ways to ensure meaningful time with both parents.

u. We recognize that at times the minor children may not enjoy going back and forth between homes because it interrupts their lives. We agree to be supportive of the children spending meaningful time with both of their parents according to our time-sharing schedule and to enforce, encourage, and support the time-sharing schedule.

v. We agree to discuss discipline and other child-rearing problems and reach a consensus whenever possible on parenting strategies using the input of professionals such as

therapists where appropriate. We understand that if we act consistently and as a united front the minor children will feel more secure and will not play one parent against the other.

w. We agree to be courteous and respectful when exchanging the minor children.

x. We agree to discuss any financial issues or other significant issues away from the minor children.

y. We agree to provide each other with privacy during our respective scheduled parent-time and not to interrupt the other parent's time with requests for excessive virtual contact with the children or other tethering behaviors.

FINANCIAL SUPPORT OF THE MINOR CHILDREN

CHILD SUPPORT

33. Child support shall be calculated and awarded to Katie using a Joint Custody Child Support Worksheet pursuant to Utah Code Ann. §81-6-101 *et seq.*

34. Katie is employed full-time and earns \$4,936 in gross monthly income for child support purposes.

35. Joshua is employed full-time and earns \$8,821 in gross monthly income for child support purposes.

36. Based on the incomes as set forth above, with Katie having 220 overnights and Joshua having 145 overnights, Joshua shall pay child support of \$946 per month beginning August 1, 2026.

37. Joshua shall pay Katie the amount of \$3,464 as and for child support arrears for the months of April, May, June and July 2026 no later than November 6, 2026.

38. Child support shall be paid on or before the first day of each month, beginning August 1st, 2026. When either child is no longer entitled to child support because the child has attained the age of eighteen (18) years or graduated from high school during the child's normal and expected year of graduation, whichever occurs later, Joshua's monthly child-support obligation shall be reduced to the applicable amount for the remaining child, calculated under the Utah child-support guidelines using the parties' then-current circumstances. Child support for the remaining child shall continue until that child is no longer entitled to support under the same standard.

39. In order to collect the child support, the obligee parent shall be entitled, if he or she so chooses, to mandatory income withholding relief pursuant to Utah Code Ann. §§62A-11-401, *et seq.*, and 62A-11-501, *et seq.* Said income withholding procedure shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011 until

such time as the obligor party no longer owes child support to the obligee party. Should the obligee parent elect this income withholding procedure the obligor parent shall be ordered to pay any administrative fee for such service.

40. In the event the obligee parent does not elect to exercise his or her right to collect child support by mandatory withholding through the Office of Recovery Services, the obligor parent shall be entitled to pay the support directly to the obligee parent.

41. Under Utah Code Ann. §81-6-212(5), the parties have a right to adjust a child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if the child receives TANF benefits at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

42. Under Utah Code Ann. §§81-6-212(3) and (4), the parties have a right to modify a child support order at any time by petition if there has been a substantial change in circumstances because of (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material

changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

EXTRACURRICULAR ACTIVITY COSTS

43. The parties shall be required to pay equally for the minor children's extracurricular activities so long as the activity is agreed upon in writing by both parties before a child is enrolled in the activity.

SCHOOL EXPENSES

44. The parties shall be required to pay equally for the minor children's necessary and required school fees, including school lunch.

HEALTH AND DENTAL INSURANCE AND EXPENSES.

45. The parents shall provide health and dental insurance for the medical and dental expenses of the minor children if the insurance is available to them at a reasonable cost.

46. Joshua is currently providing health and dental insurance coverage for the minor children and shall be ordered to continue to do so. Joshua is currently providing health and dental insurance coverage for Katie and shall continue to do so until the divorce is finalized.

47. If both parties provide health and dental insurance coverage for the minor children, neither party shall be required to contribute to the premiums of the other party as long as such insurance is available and maintained by each party.

48. If, at any point in time, the dependent children are covered by the health or dental insurance plans of both parents, the most comprehensive health or dental insurance plan shall be primary. If a parent remarries and his or her dependent child is not covered by that parent's health or dental insurance plan but is covered by a step-parent's plan, the health 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.

49. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, and/or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602, *et seq.*, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year of any change of the insurance carrier, premium

amount, or benefits or within thirty (30) calendar days of the date that parent knew or should have known of the change.

50. The parents shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of health insurance. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

51. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount (the numerator) by the number of persons covered under the policy (the denominator) and multiplying the result by the number of minor children in this case who are covered by such a policy. The resulting number shall be divided by two to account for each parent's share of the costs associated with the children's portion of the overall insurance premiums.

52. The parties shall share equally the costs of any and all non-covered medical, dental, vision, orthodontic, and mental health expenses of the minor children, including deductibles and co-payments.

53. A parent who incurs medical or dental expenses for the children shall be required to provide the other parent with written verification of the expense and payment to the other party within thirty (30) days of payment. The other party shall then reimburse the parent who has incurred the

expense within thirty (30) days of receiving the payment verification. Pursuant to Utah Code Ann. §81-6-208(10), the parent who fails to comply with this requirement may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The burden of proving that such proof of expenses has been provided shall be upon the parent making the claim for reimbursement.

54. With regard to contributions from either parent, neither parent shall be required to provide coverage, contributions, or co-payments for any medical or dental procedure that is incurred primarily for cosmetic purposes without his or her express written consent. This does not include orthodontic work, contact lenses, or psychological treatment.

CHILD CARE EXPENSES

55. The parties shall share equally the cost of any work-related child care costs incurred by either parent for the minor children pursuant to the requirements of Utah Code Ann. §81-6-209.

EXPENSES FOR E.J.K.

56. The parties shall continue to share equally the cost of E.J.K.'s orthodontia after she reaches the age of eighteen (18) and until treatment is completed, subject to the notice and verification requirements of paragraph 53 above.

INCOME TAXES

57. Beginning with the 2026 tax year, the parties shall be required to file separate income tax returns and equally divide the income tax exemptions for the minor children as follows:

a. While there are three (3) children eligible to be claimed, Katie shall claim O.A.K. and Joshua shall claim A.J.K., with Katie claiming E.J.K. in even-numbered years and Joshua claiming E.J.K. in odd-numbered years.

b. While there are two (2) children eligible to be claimed, Katie shall claim O.A.K. and Joshua shall claim A.J.K.

c. While there is one (1) child eligible to be claimed, Katie shall claim the child in even-numbered years and Joshua shall claim the child in odd-numbered years.

58. Joshua's right to claim the children for income tax purposes shall be contingent on Joshua being current with all of his child-related financial obligations to Katie by December 31st of the tax year in question.

LIFE INSURANCE

59. Joshua shall maintain his current life-insurance policy with Katie as the beneficiary for the benefit of the minor children until the youngest child completes high school, at which time the obligation to provide life insurance with Katie as the beneficiary shall terminate. The policy must be maintained at its current limits. This policy shall stay in effect as long as it is available through Josh's employer at the current rates, minus COLA.

Upon reasonable written request, Joshua shall provide Katie with written proof that the required employer-provided coverage is in effect and that Katie is designated as the beneficiary as required by this provision.

PROPERTY

REAL PROPERTY

60. During the course of the marriage, the parties acquired an ownership interest in a home and real property located in Roy, Utah. The home has been sold and the net sale proceeds divided equally between the parties to their mutual satisfaction.

PERSONAL PROPERTY

61. The parties have acquired various items of personal property during the marriage, which shall be divided as follows:

- a.** Katie shall be awarded the 2013 Kia Sorento vehicle, together with sole responsibility for any and all associated loans, insurance, taxes, registration, maintenance, and the like.
- b.** Joshua shall be awarded the 2018 Dodge Ram 1500 and 2025 Kawasaki Ninja 650 vehicles, together with sole responsibility for any and all associated loans, insurance, taxes, registration, maintenance, and the like.
- c.** The 2012 Hyundai Elantra shall be given to and titled in the name of the parties' adult child, E.J.K.

d. Within sixty (60) days of the date of entry of the Decree of Divorce, the parties shall ensure that title of each of the vehicles is transferred solely to the name of the party awarded the vehicle.

e. All other items of personal property have already been divided between the parties to their mutual satisfaction, such that each party should be awarded the personal property currently in his or her possession, except that Joshua shall give Katie the two (2) firearms registered in Katie's name (a .22 pistol and a .22 rifle) no later than September 3, 2026.

BANK ACCOUNTS

62. The parties acquired certain bank accounts during the marriage. Each party shall be awarded their own bank account(s) in their respective name free and clear of any right, title and interest by the other.

RETIREMENT/STOCK/INVESTMENT ACCOUNTS

63. The parties acquired certain retirement, stock, and investment accounts during the marriage, which shall be divided between the parties as follows

a. Katie shall be awarded the Fidelity 401(k) account titled in her name free and clear of any right, title or interest by Joshua.

b. Katie shall be awarded one-half of the balance of Joshua's TSP account not including the loans taken against the account, valued as of the date of signing of the Agreement, plus or minus gains or losses after the date of segregation. Katie shall also be awarded from the TSP account an additional \$3,775 as a global property settlement payment. Joshua shall also receive a credit for $\frac{1}{2}$ (one-half) of Katie's Fidelity account, also valued as of the date of signing of the Agreement, so as to perform as few Domestic Relations Orders as possible. In other words, Katie's marital share of Joshua's TSP account shall be reduced by Joshua's marital share of Katie's Fidelity account.

c. Katie shall be awarded the *Woodward* portion of Joshua's FERS account.

d. The parties shall use Nanette Ignjatovic to prepare the necessary Qualified Domestic Relations Orders or other similar orders for dividing the TSP and the FERS accounts, with each party paying one-half of the fees for preparing the orders.

DEBTS

64. The parties acquired certain debts, obligation and liabilities during the marriage, which shall be allocated between the parties as follows

a. Katie shall be solely responsible for the Chase Disney credit card in her name, her student loans, the loan against her

Fidelity 401(k) account, and any other debt in her name acquired post-separation.

b. Joshua shall be solely responsible for the Chase Amazon credit card in his name, the Chase Disney credit card in his name, the loans against his TSP retirement account, and any other debt in his name acquired post-separation.

65. Each party shall indemnify and hold the other harmless from the debts each is ordered to pay.

66. Each party shall be required to notify respective creditors or obligees regarding the Court's division of debts, obligations or liabilities, and the parties' separate, current addresses.

ALIMONY

67. Alimony shall be paid by Joshua to Katie as follows:

a. Beginning August 1, 2026, Joshua shall pay \$254 per month to Katie for a period of eighty-four (84) months, payable one-half by the 5th of the month and one-half by the 20th of the month.

b. Alimony shall end upon Katie's cohabitation (as that term is defined in Utah Code Ann. §81-4-502(2)(a) and Utah case law), Katie's remarriage, either party's death, or payment of alimony for the 84-month time period defined above, whichever occurs first.

MUTUAL RESTRAINING ORDERS

68. Each party shall be permanently restrained from saying or doing anything derogatory against the other in the presence of the minor children.

69. Each party shall be permanently restrained from harassing, disparaging, annoying, or otherwise bothering the other party or their family members, or discussing any divorce issues with the other party's employers and co-workers.

70. Each party shall be restrained from committing, trying to commit, or threatening to commit any form of violence against the other. This includes stalking, threatening, physically hurting or causing any other form of abuse.

71. The parties shall treat each other civilly and with respect, and shall respect each other's privacy, and shall not insult, demean or disparage the other.

72. Each party shall be restrained and enjoined from accessing electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts; or from interfering with the other party's telephone, utilities, insurance, email, social media, or other services.

73. Each party shall be restrained and enjoined from charging, incurring, or causing to be incurred any liability or obligation based on the credit or name of the other. Also, to the extent that either party's name is on any existing account(s) utilized by either party the party awarded the account or

responsibility for the payment of the debt or obligation on the account shall have the other party's name removed from the account as soon as practicable, or the account shall be closed, to include utility accounts and credit card cars.

74. Each party shall be permanently restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under the paragraphs listed above and shall have the affirmative duty to use their best efforts to prevent third parties from such violations or shall remove the children from such circumstances if they are present.

75. Both parties shall be restrained from using the likeness, image, or credit of the other party for any purpose. Should either party have any intimate or nude videos or photos of the other party, said material shall be destroyed and/or returned to the other party immediately. At no point should the material be disseminated to third parties, to the Internet or to any other hard drives or locations. Should any of these materials already be disseminated, they shall be immediately removed and/or access to them shall be revoked.

76. The parties hereby revoke all access to any individual electronic accounts or passwords of the other that were learned during the marriage. Neither party shall use any passwords that they may know to look at e-mails or account balances or any other information of the other party at any time

after the signing of the Agreement. Neither party shall track or monitor the other party using electronic means.

77. Neither party shall make negative statements online or in other public forums about the other person in a direct or in-direct fashion, even if no first and last names are used.

NAME CHANGE

78. Katie shall be immediately restored to the use of her former name of “Katie Jo Quarnberg” should she so choose.

ATTORNEY FEES

79. Each party shall pay their own attorney fees and costs of court incurred in connection with this proceeding. Should either party violate any provision of the Agreement or the Decree of Divorce the Court shall award the prevailing party their fees and costs.

COMPLIANCE WITH FINAL DECREE OF DIVORCE

80. Both parties shall be required to sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the Decree of Divorce to be entered by the Court in this matter. Should a party fail to execute or deliver any document according to the timeline set forth herein, the other party may bring a Motion to Enforce Order and for Sanctions at the expense of the disobedient party, including reasonable attorney fees, and move the Court to order the disobedient party to execute or deliver the documents personally or to

appoint a third party to sign on the disobedient party's half in keeping with Utah R. Civ. P. 70.

MEDIATION REQUIREMENT

81. Prior to any petition being filed to change any provision of the final Decree of Divorce, the parties must first attempt to resolve the issue through mediation, with each party paying one-half (1/2) of the mediator's fees.

ENFORCEMENT AND BINDING EFFECT OF STIPULATION

82. The Agreement constitutes the parties' final agreement concerning the matters addressed herein. Upon execution by both parties, its terms shall be immediately binding and enforceable between them pending entry of this Decree of Divorce. The parties shall submit the Agreement to the Court for approval and incorporation into this Decree of Divorce. Unless otherwise ordered by the Court, the terms of the Agreement shall remain in full force and effect until incorporated into this Decree of Divorce, and shall not be characterized as temporary orders.

****END OF DECREE OF DIVORCE****
COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE.

APPROVED AS TO FORM this 17th day of August, 2026

/s/ Samantha Frazier
SAMANTHA FRAZIER
Attorney for Respondent

*Electronic signature affixed by
counsel with permission of Ms.
Frazier via email dated 8/17/26.

NOTICE TO RESPONDENT

Pursuant to Utah Rule of Civil Procedure 7(j)(4), this Order will be filed with the above-entitled Court seven (7) days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

DATED this 11th day of August, 2026.

ARNOLD, WADSWORTH &
COGGINS

/s/ Cobie Spevak
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of August, 2026, I caused a true and correct copy of the foregoing to be served via email to:

Samantha Frazier
Attorney for Respondent
samantha@coillaw.com

/s/ Cobie Spevak

