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IN THE SECOND JUDICIAL DISTRICT COURT FOR WEBER COUNTY, STATE OF UTAH	
In the Matter of the Marriage of KONSTANTYN YAKIV SZWAJKUN, Petitioner, and LISA MICHELLE ADAMS SZWAJKUN, Respondent.	DECREE OF DIVORCE Case No. 234900880 Judge: CATHERINE CONKLIN Commissioner: Brandon Richards

The above-entitled matter came regularly before the Court, in accordance with Utah Code Ann. § 81-4-406(1)(b); petitioner Konstantyn Yakiv Szwajkun (“**Jack**” or “**Petitioner**”) having executed and filed with the Court his declaration in support of the entry of a decree of divorce (the “**Declaration**”). Petitioner and respondent Lisa Michelle Adams Szwajkun (“**Michelle**” or “**Respondent**”) having executed and filed with the Court that certain Stipulation and Settlement Agreement (the “**Stipulation**”); the Court having reviewed the Complaint for Divorce, the Stipulation, and the Declaration, having inquired into the legal sufficiency of the evidence so adduced, and good cause appearing therefore, now makes and enters the following:

ORDERED, ADJUDGED AND DECREED as follows:

1. Residency: Petitioner was a bona fide resident of Weber County, State of Utah, for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were married in September 1998 in Salt Lake County, Utah, United States and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Child. There were two children born as a result of the parties' marriage, one of whom is a minor, to wit:

Name	Date of Birth
NSS	September 2009

PARENTING PLAN

5. Custody/Parent time. Respondent is awarded primary physical custody of the child, subject to Petitioner's reasonable rights of parent-time. Petitioner's parent-time shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be consistent with Utah Code § 81-9-303. The parties agree and acknowledge that the minor child's preferences will be respected regarding any parent time schedule and that the parents will adjust their schedule expectations to the child's preferences.

6. Notification of Extended Time. Both parents shall provide notification of extended parent-time with the child by May 1 each year for first option parent and by May 15 each year for second option parent. Petitioner shall have first choice of extended time in odd numbered years and Respondent shall have first choice of extended time in even numbered years. If notification is not provided timely, the complying parent may determine the schedule for extended parent-time for the non-complying parent.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code § 81-9-303.

8. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, medical, religious, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. The parties agree and acknowledge that the following "major decisions" have already been made and are not to be changed without the parties' written agreement: [1] NSS plays lacrosse, will continue to play lacrosse with protective goggles, and both parties will facilitate and encourage her participation in lacrosse. [2] NSS will decide where she goes to college and both parties will facilitate her efforts to visit colleges and make the decision that NSS feels is best for her. In the event the parties do not mutually agree regarding a major decision pertaining to the child, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties

shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical.

- i. The parties will continue to use the current pediatrician for the child and specialists that the pediatrician recommends, when needed. The parents shall make decisions mutually regarding the child's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.
- ii. The parties will use the current dentist for the child and specialists that the dentist recommends, when needed. The parents shall make decisions mutually regarding the child's dental care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending dentist.
- iii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling for emergency or same day care and within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

- b. Separate Accounts. According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
 - c. Educational Plan. The child shall continue her current and matriculating schools, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or school administrators.
 - d. Religion: The parties shall attend religious services with the child on their own respective parent-time as the parent chooses.
9. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code § 81-9-209.
10. Communication. The parties will communicate primarily in writing, such as email and text messages. The parties will not use their child to deliver messages.
11. Telephone and Virtual Contact with Child. Each parent shall be able to communicate directly with the child, through the child's phone and other electronic devices, at reasonable hours. The communication shall be uncensored and unmonitored. The parties will not restrict the child's access to the devices for the purposes of communicating with the child. The parties shall not discourage or discipline the child for contacting the other party. Neither party is obligated to assist the other parent in contacting the child.

12. Travel. When the child travels with either parent out of Utah, all of the following will be provided to the other parent at least 24 hours prior to departure for domestic travel and 21 days prior to departure for international travel:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

Both parties shall have unfettered access to the child's passport and be able to travel on their respective parent time or other mutually agreed upon times.

13. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

14. Notification of Child's Events. The parties shall take affirmative steps to share with each other the child's school and activity information which is not available via school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that are not available online or through emails of the program. Placing information on the joint calendar shall constitute notice.

15. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and

other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. Mutual Restraining Order.

- a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent.

Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.
- b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.
- c. The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.
- d. The parties shall not make disparaging remarks to their child about one another or to one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

- e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

17. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties agree, however, that either of the parties may seek emergency relief from the court should an emergency arise which would make formal negotiation not practical.

18. Transportation for the Child. NSS will transport herself; neither party has any obligation to transport NSS to or from parent time exchanges.

End of Parenting Plan

CHILD-RELATED FINANCIAL ITEMS

19. Child Support. Respondent's imputed gross monthly income is \$30,000 per month. Petitioner's gross monthly income (for child support purposes) is \$66,750 per month. Petitioner's child support obligation shall be \$4,000 per month beginning August 1, 2026. Child support payments are ongoing. Child support terminates and shall

automatically adjust when: (1) the child turns 18 or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable in full by the 15th day of each month.

20. Extracurricular Activities. In consideration of the monthly mortgage payments and property division described herein, the parties shall not be expected to or required to reimburse each other for the child's extracurricular expenses. The minor child has the autonomy to decide what extracurricular activities she wants to participate in, and neither parent will discourage the child from participating in her chosen activities. Both parents shall be able to attend all of the child's extracurricular activities.

21. College Expenses. The following accounts ("college accounts") are to be used solely for the payment of college expenses for NSS: BV Natalia, Vanguard Natalia. After exhausting college accounts, the parties shall have no further financial obligations related to NSS's college expenses.

22. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of both of the parties' children, for as long as the children are eligible to be insured, in accordance with U.C.A. §78B-12-212.

- a. Petitioner is currently providing health insurance for the child. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium

is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy. This amount shall be automatically deducted from or added to the child support paid or owed.

- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the child and actually paid by a parent.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the child as indicated.
- d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be 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.

- e. Double coverage shall not be required. However, if the parties have double coverage for reasonable insurance, each party shall pay their own insurance policy premium with no compensation from the other party.
- f. Verification of health insurance coverage shall be provided within 14 days of reasonable request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within 14 days of the date he or she knows of the change.
- g. Petitioner has not contributed to any out-of-pocket medical expenses since July 2024. He will pay Michelle \$2,500 no later than August 15, 2026 to pay his one-half portion.

23. Childcare Expenses. Childcare is unnecessary due to the child's age. If childcare expenses are incurred, each party shall assume and pay their own childcare expenses.

24. Dependency exemption. The parties will share the dependency exemption/tax credit for their children as follows:

- a. The parties are currently able to claim their adult daughter, AES, for tax purposes. So long as two children are eligible, Respondent shall claim AES and Petitioner shall claim NSS.

- b. When only one child is eligible, the parties will alternate the dependency exemption/tax credit for the child. Respondent will be entitled to claim the child as a dependency exemption/tax credit for even-numbered tax years, and Petitioner will be entitled to claim the child as a dependency exemption/tax credit for odd-numbered tax years.

ASSET AND LIABILITY DIVISION

25. Asset Division. The parties acquired property during the marriage. Additionally, Petitioner acquired separate property prior to the marriage. The parties' real and personal property shall be divided as set forth below.

- a. Michelle will receive the Tall Oaks house, the Las Palmas property (Las Palmas #5, LLC), and the following accounts/personal property:
 - i. Szwajkun, Inc., including its debts and liabilities
 - ii. US Bank 6872
 - iii. Fundrise Traditional IRA 9419
 - iv. Vanguard Traditional IRA 6507
 - v. Vanguard Roth IRA 2356
 - vi. Jewelry (already in Michelle's possession)
 - vii. Portraits and Artwork (already in Michelle's possession)
 - viii. Jeep Wrangler
 - ix. Mercedes-Benz GLE
 - x. Ariens Snow Blower

- xi. Home Gym
- xii. The following accounts and amounts from the Szwajkun Inc., 401k Profit Sharing Program (the “Plan”), shall be awarded to Michelle:

1. Vanguard Personal Investor account #2313
2. Vanguard Personal Investor account #1502
3. Fidelity Investments #3442
4. \$350,000 from US Bank account(s) held within the Plan.
5. Jack will receive the remainder of the Plan via Qualified Domestic Relations Order (“QDRO”). The parties will retain Rori Hendrix to prepare any necessary QDROs and equally divide the cost.

- b. By July 1, 2028, Respondent shall refinance or assume the first mortgage obligation on the Tall Oaks house. Petitioner shall sign a quit claim deed in connection with Respondent’s refinance or sale of the marital residence. In the event that Respondent cannot remove Petitioner’s name from the mortgage obligation encumbering the marital residence by July 1, 2028, Respondent shall immediately list the marital residence for sale with a real estate agent and shall follow the advice of the real estate agent. From July 1, 2028 until the marital residence is sold, Respondent shall hold Petitioner harmless from all debts and liabilities associated with the Rocket Mortgage obligation.

- i. Petitioner will pay the Rocket Mortgage payment for the Tall Oaks House through and including the June 2028 monthly installment payment.
 - ii. Petitioner will pay all other loan obligations that are secured by the Tall Oaks House and shall hold Respondent harmless from all debts and liabilities associated with those loan obligations.
 - iii. By July 1, 2028, Petitioner will have paid off or refinanced the HELOC secured by the Tall Oaks House.
- c. Michelle will be responsible for all maintenance and other capital commitments for Las Palmas as of August 1, 2026.
- d. Petitioner shall be awarded the following items of property:
 - i. All assets and debts not specifically allocated to Respondent hereinabove.
 - ii. The tools currently stored at the marital residence. Petitioner shall remove the tools from the marital residence on a mutually convenient date within the next thirty days.
 - iii. All personal items (such as DVD's, CD's, equipment) as mutually agreed upon by the parties. Petitioner shall remove such items from the marital residence on a mutually convenient date within the next thirty days.

- e. Other Assets: The parties are aware of no other marital assets not otherwise addressed in the “Marital Estate Schedule” spreadsheet attached hereto as Exhibit 1. Should a marital asset be later discovered which is not disclosed on Exhibit 1, it is just and proper that the asset should be awarded to the party who is not the title owner of the asset. The party who failed to disclose the marital asset shall be responsible for any and all attorneys’ fees and costs and any other expenses incurred in transferring the asset.

26. Liability Division. The parties acquired debts and obligations during the marriage. Michelle will assume the Rocket Mortgage debt as addressed above and all other debt that is in her exclusive name or the name of Szwajkun, Inc. Petitioner will pay all other debts.

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards or joint obligations.
- b. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, an asset owned by the delinquent party must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney’s fees from the other party.

27. Cash Equalization Payment. Petitioner will pay Respondent \$550,000 in installment payments as follows:

- \$40,000 by August 10, 2026.
- \$160,000 by November 3, 2026.
- \$100,000 by February 3, 2027.
- \$100,000 by May 3, 2027.
- \$150,000 by February 3, 2028.

28. Alimony. No alimony is awarded.

29. Taxes. The parties shall file married filing separately and each party shall pay that party's tax obligation for 2025. The parties shall equally divide any tax obligation associated with Las Palmas #5, LLC for 2025. Respondent shall assume and pay any tax obligation associated with Las Palmas #5, LLC after 2025.

30. All Other Asset and Financial Claims Resolved. Other than what is addressed above, neither party has any financial or asset claim against the other.

MISCELLANEOUS PROVISIONS

31. All Matters Resolved. The Stipulation fully resolved all pending matters between the parties, including allegations of contempt. The parties shall cooperate to cancel all pending hearings.

32. Name. Respondent shall have the option of restoring her surname to Adams.

33. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title or ownership of the assets as outlined herein, including quit claim deeds, membership interest transfer documents, or any other necessary documents that are outlined herein or are necessary to implement this Decree. The parties will sign any documents as necessary to remove their names from joint bank accounts within fourteen days.

34. Full Disclosure: The parties each indicated that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to herein represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

35. Attorney's Fees and Costs: Each party shall assume his or her own costs and attorney's fees incurred in this action. In the event of any breach of this Decree, the breaching party shall be liable to the non-breaching party for attorneys' fees and costs incurred in connection with the breach.

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND SEAL AT THE TOP OF THIS ORDER****

Approved as to form:

/s/ Aaron R. Harris
Aaron R. Harris

Attorney for Petitioner
(E-signed by Kimberley L. Hansen with permission of Aaron R. Harris)

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of August, 2026, I filed a copy of the foregoing using the Court's CM.ECF electronic filing system, which provides service to all counsel of record.

/s/ Kimberley L. Hansen