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IN THE SECOND JUDICIAL DISTRICT COURT
FOR WEBER COUNTY; STATE OF UTAH

In the Matter of the Marriage of
TAYCEE REA WHITTLE,

Petitioner,

and

SHAUN ALLEN WHITTLE,

Respondent.

DECREE OF DIVORCE

Civil No. 264900369
Judge CRAIG HALL
Commissioner CHRISTINA WILSON

Petitioner, TAYCEE REA WHITTLE ("Petitioner" or "Mother") commenced this divorce action against Respondent, SHAUN ALLEN WHITTLE ("Respondent" or "Father"), by filing a Petition for Divorce on March 3, 2026. The Court has received the parties' written Stipulation and Settlement Agreement, filed August 19, 2026. The Court has also received Father's Declaration of Jurisdiction and Grounds and has entered Findings of Fact and Conclusions of Law. Having reviewed the file in this matter and being otherwise fully advised, the Court hereby ORDERS, ADJUDGES, and DECREES as follows:

GROUND S AND JURISDICTION

1. **Jurisdiction.** The parties are residents of Weber County, State of Utah, and have been for more than three (3) months immediately preceding this action.
2. The parties entered a marital relationship on July 1, 2013. The parties separated on November 1, 2025.
3. **Divorce.** The parties are granted a divorce based on their irreconcilable differences, as provided for in Utah Code § 81-4-405(1)(h).

CUSTODY AND PARENT-TIME

4. As a result of the marriage the parties had born to them two (2) children, to wit:
 - a. M.R.W., born December 20, 2010; and
 - b. H.J.W., born June 20, 2012.
5. The parties are not expecting any additional children.
6. **Legal Custody.** It is in the best interest of the children that the parties share joint legal custody of the children consistent with the parenting plan as outlined herein.
7. **Physical Custody.** It is in the best interest of the parties’ minor children that Father is awarded sole physical custody of the minor children. Mother shall have parent-time as agreed upon between the parties in writing. If the parties are unable to agree Mother shall have parent-time consistent with Utah Code § 81-9-302 as outlined in the following overnight schedule:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	FATHER	FATHER	FATHER	FATHER	MOTHER	MOTHER	FATHER
WEEK 2	FATHER	FATHER	FATHER	FATHER	FATHER	FATHER	FATHER

- a. Mother shall also have a midweek visit with the children from after school until

8.30 p.m. at her election. If school is not in session and she is available, she shall be able to exercise parent-time starting at 9.00 a.m. for her midweek visit.

b. The party exercising parent-time shall take the children to all medical, therapeutic, dental, etc., appointments that occur during their parent-time.

c. Mother's overnight parent time shall not begin until she has a place that is at least two bedrooms and each child will have a separate bed.

8. **Holiday Parent-time.** The parties shall be awarded holiday visitation as they mutually agree, if they do not mutually agree then in accordance with Utah Code Section 81-9-302 which schedule is reproduced below. The parties shall exercise holiday parent-time as follows:

EVEN YEARS	ODD YEARS	HOLIDAY AND TIME
Father	Mother	Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
Mother	Father	President's Day 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
Father	Mother	Spring Break from 6 p.m. on the day school lets out to Sunday 7 p.m.
Mother	Father	Memorial Day on Friday at 6 p.m. to Monday at 7 p.m.
Mother	Father	Juneteenth National Freedom Day 6 p.m. on the day before Juneteenth, if the day is not Father's Day; or at 9 a.m. on Juneteenth if the day before is Father's Day. The holiday ends at 6 p.m. on the day following Juneteenth.
Father	Mother	July 4th 6 p.m. day before holiday the day after at 6 p.m.
Mother	Father	July 24th 6 p.m. the day before holiday to the day after at 6 p.m.
Father	Mother	Labor Day 6 p.m. on Friday to 7 p.m. on Monday
Mother	Father	Columbus Day 6 p.m. on day before holiday to 7 p.m. day of holiday
Father	Mother	Fall Break 6p.m. on the day school lets out to 7 p.m. on Sunday
Mother	Father	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Veteran's Day 6 p.m. on day before holiday to 7 p.m. day of holiday
Mother	Father	Thanksgiving 7 p.m. on Wednesday to 7 p.m. on Sunday
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day. (1) Holiday begins at 5:30 p.m. on the day that school dismisses for winter break.

		(2) Holiday ends on December 27th at 7:30 p.m.
Mother	Father	Second Half of Christmas Vacation (1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes.
Father	Mother	The day before or after child's birthday 3 p.m. to 9 p.m.
Mother	Father	Child's actual birthday 3 p.m. to 9 p.m.
Father	Father	Father's Day 9:00 a.m. to 7:00 p.m.
Mother	Mother	Mother's Day 9:00 a.m. to 7:00 p.m.

9. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

10. Changes may not be made to the parent-time schedule as stated above, except if the parties agree in writing to a deviation or in the event a conflict arises with the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- a. The holiday schedule for Mother's Day or Father's Day;
- b. The holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- c. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
- d. Extended summer parent-time; and
- e. The schedule for weekday or weekend parent-time.

11. **Extended Parent-time.** During the summers, when the children are not in school, the parties shall each be awarded a two-week period of uninterrupted parent-time. The parties shall make their elections for summer parent-time by May 1 and May 15 immediately preceding the

summer in which they will be exercising the extended parent-time. Father shall have priority in even-numbered years, making his election on May 1 with Mother making her election by May 15; and Mother shall have priority in odd-numbered years, making her election by May 1, with Father making his election by May 15. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent.

12. Child's Discretion. Given the age and maturity of the children, they shall be granted the option and discretion to participate in parent-time as they so choose. Neither parent shall be subject to legal action for a child's noncompliance with the parent-time schedule.

Notwithstanding, the parties have an affirmative duty to encourage the children in having a positive relationship with the other parent and spending time with them.

PARENTING PLAN

13. Decision Making. Each parent has authority to make day-to-day decisions concerning the children while the children are in the care of that parent. Each parent also has authority to make emergency decisions concerning the children while the children are in the care of that parent. A parent who makes an emergency decision shall share the decision with the other parent immediately or as soon as reasonably possible and by any means possible, i.e. phone, call, email.

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

- a. The parties shall initially identify the issue;

- b. The parties shall research the issue and possible solutions related to the issue and to listen to and understand each other's perspective;
- c. The parties shall brainstorm all possible solutions related to that specific issue; and
- d. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the children, in an attempt to reach a "win-win" solution.

15. Resolving Disputes. When disputes occur, the parties shall attempt to solve those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary. If the parties cannot reach a mutual decision regarding the children, then Father shall have final say. Father shall not make an irreversible decision until Mother's objection period expires. Should Mother disagree with Father's final say, Mother has up until 14 days after the proposed decision has been provided by Father to Mother in writing to request the parties participate in mediation or another alternative dispute resolution process. If they are unable to come to a consensus in alternative dispute resolution, Father's final say stands. Mother can dispute the issue further by seeking judicial intervention under an actual harm standard, and not simply that she would have made a different decision. Failure to seek alternative dispute resolution will result in the award of attorney fees for the responding party to the premature filing for court intervention by the moving party.

16. Because of the minor children's ages, the parties will attempt to defer to them on any desired changes in physical appearance.

17. Both parents shall be listed as the minor children's parents on all school records, registered forms, medical records, and any other documents with legal importance or other significance.

18. Both parents shall have access to medical records, school records, court records, and any other information or records concerning their children.

19. **Exchanges.** A stepparent, grandparent, or other responsible adult designated by the noncustodial parent may pick up the child for parent-time if the custodial parent is aware of the identity of the individual, and the noncustodial parent will be with the child by 7 pm. Notice of the third party must be provided to the other parent within 24 hours prior to the pickup occurring.

20. **Right of First Refusal.** Each parent shall have the first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and transportation.

21. Surrogate care provided by family members (stepparents, relatives) shall be presumed to be better care for the children than outside childcare, and the parties shall cooperate in using family members to provide care when possible.

22. **Relocation.** Should either party seek to relocate more than 150 miles from their current residence, the parties shall abide by Utah Code Section 81-9-209.

23. **Travel.** If either party desires to take the minor children out of the State of Utah overnight, he or she shall inform the other party 14 days in advance, unless it is an emergency i.e. a family death, and 30 days in advance for all international travel and provide the other party with the following information:

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

24. Education Plan. For the sole purpose of school enrollment and determining the school district for the minor children, Father's residence shall be designated as the primary residence of the children.

25. Both parents shall be allowed to access the children at school and shall be able to check the children out of school for any appropriate reason during their parent time.

26. Communication / Exchange of Information. The children shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the children regarding special events, homework assignments, parent/teacher meetings, report cards, medical events, and prescriptions that the other parent may not have access to. Information relating to the children shall be provided to the other parent as soon as it is practical.

27. Disparaging Remarks. Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging, or disrespectful terms and should prevent third parties and the children from doing so as well.

28. The parties shall discuss with one another any situation with a child in which significant discipline was used. The parties shall not use any form of physical discipline or discipline

method that inflicts pain or discomfort upon the children. Further, they shall consult with one another if they experience problems with discipline and try to create consistency with house rules and discipline techniques used. They shall consult with a mental health professional or counselor together if they are unable to resolve behavioral issues involving a child.

29. Both parties shall refrain from involving the children in "divorce issues." Such issues include, but are not be limited to: parent-time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation); involving the children as "messengers" between the parties.

30. Differences in Parenting Styles. It is probable that differences in parenting styles have and will occur. To that extent, the parties shall focus their attention on conversations on the children rather than each other and encourage the children to understand that differences occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the children as long as it is not detrimental.

31. Each parent shall provide the other with their current address and telephone number within 24 hours of any change.

32. Restraints Regarding Firearms. The parties shall ensure that the children are not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties' residences are secured in a safe and not accessible to the children.

33. Drugs / Alcohol. Both parties shall refrain from using illegal or un-prescribed drugs and from becoming intoxicated while the children are in their care. "Intoxicated" shall be defined as drinking more than two mixed drinks, or three beers, in a four-hour period.

34. The parties shall not smoke in the presence of the children or allow others to do so. The parties shall not smoke at all in any vehicle in which a child rides.

35. Both parties shall refrain from taking the children around other individuals who are using drugs or excessive alcohol, or around any place where drugs are being used, or are common.

36. Special Considerations. The parents agree that the following provisions are in the best interest of the children, and the parents 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 children's lives.

c. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

d. The parent receiving the children shall pick them up from the other parent or from the children's school at the times specified. The children's regular school hours shall not be interrupted for parent-time.

- e. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the children, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.
- f. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-order.
- g. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parents shall be entitled to attend and participate fully.
- h. Each parent shall notify the other parent immediately in the event of a medical emergency regarding the children.
- i. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.
- j. Each parent shall enjoy telephone, skype, video conference, email, letters, or other alternative forms of contact with the children at reasonable times and places considering the children's bedtimes and the other parent's needs.

37. Violation of Parenting Plan. If either parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan or final divorce decree shall not be affected. If either party violates any terms of the Parenting Plan, once approved by the Court and, should court action become necessary, the violating party shall pay attorney fees necessary to enforce this plan.

MEDICAL AND OTHER EXPENSES/CREDITS

38. Division of Accounts. Pursuant to Utah Code Section 15-4-6.7, each party will elect for dental, medical and school expenses to be created in separate billing accounts.

39. Health Insurance/Expenses. The parties shall be ordered to maintain medical, dental and vision insurance for the children so long as it is available to them at a reasonable cost. Each party shall pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid by the covering parent for the children's portion of the medical and dental insurance as provided in Utah Code Section 81-7-102. In the event the children are covered by both parents, the parents shall pay their own premium without contribution of the other.

40. A party carrying medical insurance on behalf of the minor children shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date that he/she first knew or should have known of the change.

41. If, at any point in time the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, and/or dental insurance plan of Father will be primary coverage for the dependent children and the health, hospital, and/or dental insurance plan of Mother will be secondary coverage for the dependent children. If a parent remarries and their dependent child is covered by that parent new spouse's health, hospital, and/or dental insurance, that insurance will have the same designation as if it were the insurance policy of the parent to which the person the step-parent is married.

42. The parties shall share equally in all uninsured routine medical and dental expenses for the children including expenses for surgery, orthodontic care psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma as well as other reasonable and necessary uninsured medical and dental expenses, in accordance with Utah Code Section 81-7-102.

43. A parent who incurs medical or dental expenses on behalf of the children shall provide written verification of the cost and payment of medical and dental expenses to the other parent with thirty (30) days of payment for such expense. Pursuant to Utah Code Section 81-7-102, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The parent reimbursing the other parent shall make payment within thirty (30) days of receiving notice of the expense with proof of payment.

44. Unless there is written agreement between the parties otherwise, they will utilize "in-network" providers who are covered by insurance whenever possible.

45. **Education Expenses.** In addition to any child support obligation, both parties shall be equally responsible for any and all of a child's educational-related expenses, except private school. Said expenses include, but are not limited to, enrollment fees, school supplies, any tutoring related expenses, field trip expenses, and any school-related activities.

a. The party incurring the expense shall provide the receipt to the other party within 30 days of paying the expense. If the receipt is not timely provided, the party incurring the expense may forego the right to recover the expense.

- b.** The other party shall reimburse the other party within 30 days of receiving proof of payment.

46. Car Insurance. When the children are able to legally drive, Mother shall be responsible for obtaining car insurance for the minor children and both parties shall split the cost for any and all fees associated with the children's car insurance equally.

- a.** The party incurring the expense shall provide the receipt to the other party within 30 days of paying the expense. If the receipt is not timely provided, the party incurring the expense may forego the right to recover the expense.

- b.** The other party shall reimburse the other party within 30 days of receiving proof of payment.

47. Cell Phones. Father shall continue to have the children on a family phone plan, and the parties shall split all reasonable costs regarding the children's cell phones equally.

- a.** The party incurring the expense shall provide the receipt to the other party within 30 days of paying the expense. If the receipt is not timely provided, the party incurring the expense may forego the right to recover the expense.

- b.** The other party shall reimburse the other party within 30 days of receiving proof of payment.

48. Other Child Expenses. The parties shall split the costs of the children's expenses including school fees, school lunches, clothing, etc. 50/50, not to exceed each party paying \$500 per child per year. Reimbursement for these expenses will be completed consistent with medical expenses as described herein.

49. Extracurricular Activities. The parties shall equally share the cost of extracurricular activities that they mutually agreed upon in writing. Any activities or extracurricular activities in which the children participated in during the marriage shall be deemed to be agreed upon. Should a party not be able to afford the ongoing costs of extracurricular activities, they may provide notice to the other parent at least thirty (30) days prior to the child's next season/billing cycle for the activity.

50. The children shall be entitled to participate in at least one school sponsored/related activity or sport without objection by the other parent.

51. The parties shall encourage and support the children's participation in extracurricular activities and sports.

a. The parties shall split the cost of any activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties.

b. The party incurring the expense shall provide the receipt to the other party within 30 days of paying the expense. If the receipt is not timely provided, the party incurring the expense may forego the right to recover the expense.

c. The other party shall reimburse the other party within 30 days of receiving proof of payment.

d. The parties shall enroll the children in a reasonable number of activities and shall not purposefully try to supplant parent-time with activities.

e. The parties shall attempt to allow participation in activities that the children express a desire to participate in.

f. The parties shall facilitate participation in scheduled extracurricular activities or else forfeit parent-time during the activities if the other parent is able to facilitate participation.

g. **Child Tax Credit/Exemption.** For tax purposes (State and Federal) when there is an even number of children, Mother shall be allowed to claim M.R.W, and Father shall be allowed to claim H.J.W. When there is an odd number of children, the parties will rotate who will claim the H.J.H., with Mother claiming the child in odd-numbered tax years and Father claiming the child in even-numbered tax years.

52. The “tax year” refers to the year proceeding the year in which the tax return is filed.

53. Both parties shall execute any necessary tax forms to enable either party to claim said child tax credit(s).

CHILD SUPPORT

54. The parties should pay child support in compliance with the Uniform Child Support Guidelines. Mother’s monthly income is \$6,194.25 for child support purposes, and Father’s monthly income is \$6,385 for the purposes of calculating child support. Mother's current support obligation is \$958.00 per month.

55. The parties shall pay child support in compliance with the Uniform Child Support Guidelines. Mother is prepaying child support in the amount of \$20,119.19. *See* Division of Assets, Real Property, ¶67. Wherefore, the parties agree that Mother's child support obligation shall be reduced by \$419 per month, which is calculated by dividing Mother’s credit of \$20,119.19 by 48 months, which is the total number of months of child support that she will pay until child support for the youngest child terminates.

56. In the event child support is modified in the future, Mother shall receive a \$419 credit each month, and Mother shall pay whatever amount is remaining thereon, if applicable.

57. **Adjusted Child Support Payment.** Wherefore, Mother's current monthly child support obligation shall be \$539 from now until child support terminates for the oldest child (see below).

58. The parties recognize that child support is an ongoing obligation, which may be modified, and dependent upon both parties' incomes.

59. Each party shall notify the other within thirty (30) days of any change in monthly income or change of employment.

60. **Termination of Child Support.** Child support for each child shall terminate at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Section 78A-6-801 and based on the combined support amount as derived from the parties' imputed income to be determined by the court.

61. **Two Payments Per Month.** The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

62. **Mandatory Income Withholding.** If the obligor parent is thirty (30) days late, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code

Section 62A-11, Parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

63. Any Office of Recovery Service fee(s) shall be paid by parent opening the case.

DIVISION OF ASSETS AND LIABILITIES

64. Real Property. During the course of the marriage, the parties obtained interest in real property at 5838 South 3325 West, Roy, UT 84067. The parties agree that Husband will be awarded the real property subject to any mortgages, home equity lines of credit, or other encumbrance or liabilities attached thereto. If necessary, the party receiving the real property shall refinance any debts on which the other party is attached to remove them from liability thereon within 90 days of the date of Divorce. Husband shall hold Wife harmless from any debts or liabilities attached to the real property.

65. The parties agree that there is \$138,857.90 equity in the home. The parties acknowledge that the parties obtained two refinances on the home since 2022, in order to pay off joint debts

totaling \$98,619.52. Since Father will take possession and responsibility of the home subject to the mortgages thereon, Mother's portion of the equity will be:

$$\frac{1}{2} \times (\$138,857.90 - \$98,619.52) = \$20,119.19$$

66. Equity Waiver and Characterization as Prepayment. Mother's share of the equity is \$20,119.19. Mother hereby waives, transfers, and assigns her share of interest in said equity to Father as partial prepayment of child support. In exchange for this transfer of equity, Mother shall receive a total credit of \$20,119.19 toward her child support obligation. The parties agree that Mother's child support obligation shall be reduced by \$419 per month, which is calculated by dividing Mother's credit of \$20,119.19 by 48 months of total child support she will pay until child support for the youngest child terminates.

67. Material Change in Circumstances. The parties agree that should the child support amount be modified by the Court in the future (e.g., due to a change in income or the emancipation of the oldest child), the \$419 per month will be applied to Mother's child support obligation and Mother will pay whatever amount is remaining thereon each month.

68. Non-Refundability. This prepayment is deemed non-refundable. Should Mother's obligation to pay support terminate for any reason prior to the exhaustion of the \$20,119.19, the remaining equity shall remain with Father as a final property settlement.

69. Husband shall have exclusive use and possession of the property. The parties shall make good faith efforts to facilitate any transition.

70. Separate and Premarital Property. Each party shall be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein

71. Personal Property. Prior to and during the course of the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items. The parties shall make good-faith efforts to divide the property. If there is a dispute regarding items, the parties shall participate in good-faith negotiations with a neutral third-party/mediator.

72. Each party shall be awarded his/her own clothing and personal effects and any items acquired prior to the marriage. Each party shall return to the other any personal items that may inadvertently be in his/her possession.

a. Wife shall be awarded the tools, trains, and other property received from her grandfather.

b. All other personal property shall be equally divided between the parties. If there is a dispute, the parties shall flip a coin, with Wife calling it in the air; the winner gets to pick the first disputed item, and the parties shall alternate choosing disputed items until all disputed items are claimed.

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

74. The parties shall work together to divide personal property. If there is a disagreement, the parties shall list the contended items and flip a coin to determine who gets the first pick of the contended items, with the losing party taking the second pick and the parties shall alternating between themselves until all the contended items are divided.

75. **Family Pet(s).** During the course of the marriage, the parties obtained interest or ownership of certain pets. These pets shall be awarded along with all liability and maintenance thereof as follows:

a. Father shall be awarded the parties' family pet, Roxanne, a 9-year old bull dog.

b. Father shall be awarded the parties' family pet, Mando, a 5-year old French bulldog.

76. **Titled Vehicles / Assets.** During the course of the marriage, the parties obtained interest or ownership of certain vehicles. These vehicles shall be awarded along with all liability and maintenance thereof as follows:

a. Wife shall be awarded the Mustang Mach-E, free and clear of any claim by Husband. Wife shall indemnify, assume, and hold Husband harmless from any and all liability associated with this vehicle.

b. Husband shall be awarded the Ford Bronco, free and clear of any claim by Wife. Husband shall indemnify, assume, and hold Wife harmless from any and all liability associated with this vehicle. The Bronco is titled in both parties' names. As stated below, Husband will remove Wife from the Bronco's automobile loan within 90 days from the entry of the Decree of Divorce. If Wife has to pay for any payments related to Husband's auto loan, she shall be reimbursed 100% of the payment plus statutory interest within 30 days of her issuing the payment.

c. If any of these vehicles and/or assets have a jointly-held liability thereon, the party receiving the vehicle/asset to which the liability is attached shall refinance that liability within 90 days from the entry of the final Decree of Divorce.

77. Financial Accounts. During the course of the marriage both parties have either obtained interest in or contributed marital funds to financial accounts as found in their respective Financial Declarations. Each party shall be awarded the financial account and moneys in their own name, free and clear of any claim by the other party.

a. For jointly-held accounts, the parties will make good-faith efforts to facilitate the removal of the party not awarded the account to/from the other party within sixty (60) days of signing this Stipulation.

78. Retirement and Other Investment Accounts. During the course of the marriage both parties have either obtained interest in or contributed marital funds to their respective retirement accounts. These accounts shall be awarded as follows:

INSTITUTION	NAME ON ACCOUNT	APPROX. BALANCE	AWARDED TO
Civilian Thrift Savings Plan	Husband	\$62,973.01	Husband
COSTCO 401(k) Retirement Plan	Wife	\$9,025.51	Wife
Robinhood (****)	Wife	\$0.00	Wife

79. Equalization of Retirement Assets. The parties shall equalize their respective retirement accounts, including but not limited to Father's TSP 401(k) and Mother's Costco 401(k), as of the date the Decree of Divorce is entered ("the Evaluation Date"). The equalization shall be calculated such that each party receives a total value equal to fifty percent (50%) of the combined marital portion of all retirement assets held by both parties, pulling from the larger fund and giving the proper apportionment to the necessary party to effectuate an equalization of accounts, without necessitating two sets of transfers.

80. Responsibility for Preparation. Mother shall have the responsibility for the preparation of any Qualified Domestic Relations Order (QDRO) or other necessary transfer documents required to effectuate this division.

81. Cooperation and Costs. Both parties are ordered to cooperate fully in providing the necessary account information and signatures required by the plan administrators.

82. Market Fluctuations. Unless otherwise agreed in writing, the assigned interests shall include gains and losses attributed to the assigned share from the Evaluation Date until the date of actual distribution.

83. The parties shall be awarded these accounts without claim by the other.

84. Debts and Obligations. During the marriage, the parties acquired marital debts and obligations. Each party shall assume any and all debts in their sole name. Both parties shall assume and pay and hold the other harmless from liability on all debts and obligations incurred since November 2025.

a. The parties shall each cease use of any accounts awarded to the other party immediately upon execution of this Stipulation.

b. In accordance with Utah Code Section 81-4-204(1)(e), the parties will notify and inform each creditor which party is primarily liable for the debt with that creditor following the entry of this Decree of Divorce in this matter and each party will be required to give the creditor the name and address of both parties.

85. Alimony. Both parties are capable of providing for themselves. The parties shall now and forever waive any claim to alimony from the other.

86. Name Change. At her election Wife may return to her maiden name of “Smith” if she so chooses.

ADMINISTRATIVE PROVISIONS

87. Duty to Sign Documents. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to

Rule 70 has the same effect as if executed by the disobedient party.

88. Attorney Fees. The parties shall be responsible for their own attorney's fees in this action.

89. Severability. If any term, paragraph, or provision of this Stipulation is held invalid or unenforceable for any reason, the remainder of this Stipulation shall continue in full force and effect.

90. Entry of Final Documents. The parties agree and understand that each has the right to litigate the allegations contained in Husband's petition. Both parties agree to waive all such rights to contest said allegations, and hereby consent to the jurisdiction of the above-entitled court.

91. Final Decree of Divorce. The parties hereby agree that the Court may enter, and jointly move the court to enter, the Findings of Fact and Conclusions of Law as well as a Decree of Divorce submitted in conformity with the terms of this Stipulation.

SO ORDERED.

SIGNED BY THE COURT

As indicated by the electronically added seal and date atop page 1
HONORABLE JUDGE CRAIG HALL
Second District Court

Notice Pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure, that this proposed Order should be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

Dated: August 26, 2026

/s/ Savannah Lawrence-Bennett
Savannah Lawrence-Bennett
Attorneys for Respondent

APPROVED TO FORM:

/s/ Aubrey Staples

Signed by Savanah Lawrence-Bennett with
permission

Aubrey Staples

Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served
as indicated below, on this 26th day of August 2026 to the following:

Aubrey Staples

Nonie Ferguson

aubrey@law-elevated.com

Attorneys for Petitioner

() U.S. Mail, Postage Prepaid

() Hand Delivered

() Facsimile Transmission

(X) Email/EFILE

() Overnight Mail

/s/ Courtney Hanson