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PRIVATE RECORD

IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, OGDEN DIVISION, STATE OF UTAH

In the matter of the Marriage of
COLBY TIDWELL,

Petitioner,

and

ELSIMER TIDWELL

Respondent.

DECREE OF DIVORCE

CIVIL NO. 254901912
JUDGE MATTHEW HANSEN
COMMISSIONER BRANDON RICHARDS

WHEREFORE, the Court has reviewed the Findings of Fact and Conclusions of Law, Mediated Stipulation and Settlement Agreement, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged and decreed as follows:

1. Residency: The Petitioner and Respondent are bona fide residents of Weber County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on or about December 1, 2016 in Elko, Nevada. The Parties are currently separated.

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. Children: The parties have two minor children born of their marital relationship, to wit: J.T., born April 2018, and C.T., born December 2021.

5. Home State: Utah is the home state of said minor children pursuant to U.C.A. 78B-13-201(1)(a).

PARENTING PLAN

6. Physical Custody: The parties shall share joint physical custody of their minor children. The parties shall share parent-time on a week on/week off rotation. Exchanges shall occur each week as parties agree. Both parties agree that the parties' children should not be left home alone without adult supervision.

7. Extended Parent-Time: The parties agree that extended parent-time schedule will be as the parties may agree, or if the parties do not agree, pursuant to Utah Code Ann. 81-9-302 with Respondent designated as the non-custodial parent.

8. Holiday Parent-Time: The parties agree that the holiday schedule will be as the parties may agree, or if the parties do not agree, pursuant to Utah Code Ann. 81-9-302 with Respondent designated as the non-custodial parent.

9. If either party moves more than 150 miles or more from the residence of the other parent, the parties should be bound by Utah Code § 81-9-209.

10. Transportation: The parties may conduct exchanges for parent-time as they may agree. The party finishing parent time should be responsible for the transportation of the children

to the party beginning their parent time. Neither party should drive if they do not have a valid driver's license and active insurance for the vehicle they are using to transport the children.

11. Legal Custody: The parties shall share joint legal decision making authority.

12. Right of First Refusal: Both parties shall have the right of first refusal to provide care for the children during the other parent's parent time if that parent is unavailable to be with the children overnight during their parent time. The parent who exercises the option and the right of first refusal is responsible to provide all transportation in connection with exercising the option. The option may be exercised by the parent only and the parent exercising the right of first refusal must be directly providing the care, not any third party. This provision relates solely to parental absences away from their residence overnight and shall not be construed to prevent the children from having sleepovers with friends and family.

13. Mutual Restraint: the following mutual restraints shall apply equally to the parties as a part of the instant Parenting Plan:

a. Both parties should be mutually restrained from bothering, annoying, harassing, stalking, or threatening the other party or the minor children, electronically or in person.

b. Both parties should be restrained from saying or doing anything that would tend to diminish the love and affection of the minor children to the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to either child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

c. The parties should be prohibited from doing or saying anything to the detriment, harm, or injury of the other party or the parties' minor children. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of the child; speaking to the child about the issues in this case; attempting to influence the child's preference regarding custody or visitation; or attempting to diminish the love and affection of the child for the other parent.

d. Both parties should be restrained from making visitation arrangements through a child or from using a minor child as a messenger.

e. The parties should be expressly restrained from taking any action that would place a minor child "in the middle" of a dispute or issue that should otherwise be resolved by the parents directly between themselves.

f. The parents should not question the children about each other's personal relationships, financial spending, or otherwise use a minor child as a tool for discovery.

g. The parents should not use a minor child as a confidante to counsel with about their own personal problems – especially if the problem is related to the other parent.

h. The parents should not ask a minor child to lie for them or to keep something secret from the other parent.

i. Communication about a minor child should be between the parents only. The parents should not require each other to speak with his or her new boyfriend/spouse or girlfriend/spouse.

j. Both parties should be mutually restrained from entering the residence of the other party without permission from that party.

k. Both parties should be mutually restrained from permitting third parties to do what they themselves are prohibited from doing under this paragraph and should have the affirmative duty to use his or her best efforts to prevent third parties from such violation.

14. Special consideration should be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, important ceremonies, 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.

15. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communication with the children, in the form of telephonic communication and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration.

16. The children will stay in their current school and feeder schools unless the parties agree in writing otherwise.

17. Both parties agree they will attend to the minor children's hygiene, including ensuring that the minor children are bathed and have clean clothing.

18. Respondent shall have possession of C.T.'s passport and Social Security card. Petitioner shall have possession of J.T.'s passport and Social Security card. The parties will cooperate with obtaining passports for the children if necessary.

19. Dispute Resolution: In the event of a dispute over a major life decision or issue regarding the children, the parties should follow the following dispute resolution plan: the parties should first confer together on the best course of action for the children. If no consensus is reached, the parties should engage in professional mediation. In the event that mediation fails, or if a party wishes to appeal the decision made during mediation, either party may seek relief from the Court.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

20. Child Support: Petitioner shall be obligated to provide child support to Respondent on a monthly and ongoing basis as follows:

a. Petitioner is currently employed full-time and has an average gross monthly income of approximately \$5,200.

b. Respondent is currently employed full-time and has a gross monthly income of approximately \$3,356.

c. Child support shall be calculated pursuant to the Uniform Civil Liability for Support Act, Utah Code Ann. § 81-6-304. According to a Joint Physical Custody calculator, Petitioner's child support obligation shall be set at \$157 per month. Said obligation shall begin August, 2026.

d. Half of the aggregate amount of child support should be due on or before the 15th of each month and the remaining amount due on the 30th of each month via direct deposit, or as the parties agree, to Respondent. Child support received on the 1st or 31st day of the month or next month, respectively, shall be considered late and in violation of the parties' agreement.

e. Pursuant to Utah Code Ann. 81-6-213(1), child support shall continue until automatic termination 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 Ann. 80-7-104(4).

f. At the time the eldest child is no longer eligible to receive child support, the child support amount for the remaining child who is eligible to receive support shall be automatically adjusted to reflect the base child support obligation shown in the table for one child. This shall be done by using the appropriate calculation and worksheet pursuant to Utah Code 81-6-213 et seq. The child support for the remaining child may not be reduced by a per child amount, that is, the obligor parent may not divide the base child support award by the number of children and subtract that amount from the prior child support obligation.

g. The person entitled to receive child support should be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9 parts 3 and 4, 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 should be due on the first day of each month and delinquent on the first day of the following month.

h. Under Utah Code Ann. 81-6-212(5), the parties have a right to adjust this child support order by motion, regardless of the time since entry of the most recent child support order, 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 26B-9-211, if the children received TANF funds at the time an adjustment is sought, the Office of Recovery Services should review the order, and if appropriate, move the court to adjust the amount.

i. Under Utah Code Ann, 81-6-212, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of the parent; (4) material changes in the employment potential and ability of the parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others.

The change in (1) through (6) must result 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 must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children 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.

21. Child Support Arrears: The parties agree that Colby is \$750 in child support arrears. Colby will have three months to pay this sum back. Once that sum is paid, the parties agree that all other claims to arrears are extinguished. The parties agree that Petitioner must be current on all support obligations owed to Respondent by the 31st of December of any calendar year in order for him to be entitled to claim any child for tax purposes for that year.

22. Child Care Expenses: The parties shall share equally any and all work or career related childcare expenses as follows:

a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The party shall notify the other party of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

b. The party not directly paying for childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expenses.

c. Each party may select his or her own daycare provider to be used during that parent's allotted parenting time.

23. Medical/Dental Expenses: Both parties currently insure the minor children. Both parties will be responsible for the premiums for their coverage of the minor children. If at any point double coverage becomes unaffordable or otherwise unavailable, the parties will split the premiums for the remaining insurance premiums. The parties agree that they will share equally any and all out-of-pocket cost of premiums and medical costs for the minor children.

24. Activity Costs: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

25. School Fees: Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, school lunch etc.) incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

26. Alimony: Pursuant to the parties' Stipulation and Settlement Agreement, neither party shall be awarded or required to pay alimony to the other, now or at any time in the future.

27. Retirement: The parties shall each be entitled to their respective retirement accounts, with the other party forever waiving any and all claim to a party's retirement account.

28. Taxes: The parties shall split the tax credit for the minor children as follows:

- a. Petitioner shall claim the minor child J.T. each and every year.
- b. Respondent shall claim the minor child C.T. each and every year.
- c. Commencing the 2025 tax year, the parties should file their taxes separately.

29. In the event one of the minor children becomes emancipated or otherwise becomes ineligible to be claimed as dependents for tax purposes, the parties shall rotate claiming the remaining minor child for tax purposes, with Colby being entitled to claim the minor child first.

30. Vehicles: Each party shall be awarded the vehicle currently in his or her possession. The parties shall cooperate to remove the other party from the title to the vehicle awarded to him or her, if necessary.

31. Personal Property: The parties stipulate and agree that each party shall be awarded any and all personal property items in their current respective possession. The parties further waive any and all claims to the other's personal property.

32. The parties have a mutual duty to hold harmless and indemnify the other from any debt or harm associated with the foregoing awards of vehicles and personal property.

33. The parties shall be entitled to keep their personal possessions brought into the

marriage.

34. Assets: Any joint accounts that may still exist will be closed and the equity equally divided between the parties. All other assets shall be equally divided between the parties.

35. Real Property: The parties did not acquire any real property during their marriage.

36. Debt: The parties have no shared debt. Both parties agree to be responsible for all of the debt incurred in their own name, including their personal credit cards.

37. Maiden Name: Respondent shall be entitled to return to her maiden name should she choose to do so.

38. Full Disclosure: The parties each indicate there has been complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury. The property referred to herein represents all 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.

39. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action, if any.

*******END OF ORDER*******

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

APPROVED AS TO FORM

/s/ John Bailey

John Bailey

Attorney for Respondent

NOTICE

Please take notice that pursuant to Rule 7, of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service served concurrently herewith. This Document will be signed and entered by the Court unless objected to within seven days from the date on the Certificate of Service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of September, 2026 I caused to be served a true and correct copy of the foregoing via email to the following:

John Bailey
Attorney for Respondent

/s/ Holly Christensen