The Order of the Court is stated below:
Dated: October 12, 2026 12:45:15 PM **/s/** CRISTINA ORTEGA
District Court Judge

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Attorney for Holly Ahern

IN THE SECOND DISTRICT COURT **COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT**	
IN THE MATTER OF THE MARRIAGE OF: HOLLY AHERN and BENJAMIN AHERN	DECREE OF DIVORCE Case No.: 254901886 Judge: Cristina Ortega Commissioner: Brandon Richards

Petitioner, Holly Ahern ("Holly"), having filed a Verified Petition for Divorce against Benjamin Ahern ("Ben"), having filed an Answer and Counter Petition, and the parties having reached a final resolution by filing a Stipulation and Property Settlement Agreement resolving all issues; **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND DECREE AS FOLLOWS

1. JURISDICTION: Residency. The parties are actual and bona fide residents of Weber County, State of Utah and have been for at least three (3) months preceding the filing of this action pursuant to Utah Code § 81-4-402.
2. DIVORCE: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

3. CHILDREN: These orders pertain to the following children born to the parties, to-wit: L.G.A. born January 10, 2015 and G.H.A. born May 14, 2017 [collectively or individually herein either "child" or "children"].

4. CUSTODY AND PARENT-TIME:

   a. Legal Custody. That the parties are awarded joint legal custody, care, and control of the minor child.

   b. Physical Custody. That the parties are awarded joint physical custody of the minor child. The parties will share a week on week off schedule, exchanging the children on Mondays.

   c. Exchanges. Exchanges shall occur as the parties agree. If they cannot agree, then the exchange shall occur by the receiving parent picking up the children from school or day care Monday afternoon, when possible. If not possible, the parent beginning parent-time shall be responsible for picking up the children at 8:00 a.m. from the other parent's residence. Accordingly, each parent is also responsible for having the child ready to be picked up by the other at the end of their parent-time.

   d. Extended Summer Parent-Time. The parties shall share extended summer parent-time as they agree. If they cannot agree, they shall follow Utah Code § 81-9-305(5), as follows:

      i. Ben shall have preference for extended summer parent-time in even number years; and Holly shall have preference in odd-numbered years.

      ii. Notice and scheduling shall comply with Utah Code § 81-9-305(5).

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e. Holiday Parent-Time. The parties are awarded holiday parent-time as they may agree. If they disagree, they are awarded parent-time consistent with Utah Code § 81-9-304(15) as follows:

HOLIDAY	HOLIDAY TIME PERIOD	YEARS BEN IS GRANTED HOLIDAY	YEARS HOLLY IS GRANTED HOLIDAY
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years

Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	--	All years
Father's Day	(3) Holiday begins on Father's Day at 9 a.m. (4) Holiday ends on Father's Day at 7 p.m.	All years	--
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(3) Holiday begins on July 23rd at 6 p.m. (4) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Columbus Day	(5) Holiday begins at 6 p.m. on the day before Columbus Day. (6) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(7) Holiday begins at 6 p.m. on the day school is dismissed for fall break; (8) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years

Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 6 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Child's Birthday	(3) Holiday begins at 3 p.m. (4) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(5) Holiday begins at 3 p.m. (6) Holiday ends at 9 p.m.	Odd years	Even years

f. Relocation. A party moving more than 150 miles from the child's current primary residence shall comply with Utah's Relocation Statute, Utah Code § 81-9-209.

g. Special Parenting Provisions. The following special parenting provisions shall apply to parent-time, as follows:

i. The parties are required to ensure the child maintains proper physical, hygiene, and nutritional habits during their parent-time.

ii. Both parties are restrained from consuming alcohol or ingesting drugs immediately before or during their parent-time with the child.

iii. Both parties are restrained from the following towards the children:

1. Name calling and insults: Calling the child degrading names [e.g., "stupid," "worthless," or "useless"] or belittling their intelligence, abilities, or character.

2. Threatening the child with harm, abandonment, or something that would induce fear, even if the threat isn't acted upon.
3. Shaming: Making the child feel humiliated or guilty for something that isn't their fault, or for things that shouldn't be shameful.
4. Yelling or screaming: Excessive shouting, especially in an angry or aggressive tone, can create fear and anxiety in a child. Consistently yelling at a child rather than calmly discussing issues is harmful.
5. Dismissal or invalidating language: Telling the child their feelings don't matter or are stupid.
6. Constant criticism: Constantly telling the child they are never good enough or pointing out their faults without offering praise or encouragement. This can lead to low self-esteem.
7. Manipulative language: Using guilt or emotional manipulation to control or manipulate the child into doing something, like saying, "If you loved me, you would do this."
8. Verbal intimidation: Using words to instill fear or make the child feel unsafe, such as making cruel jokes at the child's expense or threatening to harm them.//
9. No hitting the child which could also be considered slapping, punching, kicking, or striking the child with an object, such as a belt, paddle, or any other item. Even hitting with an open hand is not

allowed.

10. No shaking the child, burning, biting, choking or suffocating which is physically restricting the child's ability to breathe by choking or covering their nose and mouth.
11. No throwing or pushing a child in a way that causes harm or injury, even if they don't hit something directly.
12. Kicking or hitting with objects: Using items such as belts, shoes, or sticks to strike a child can cause both physical and emotional harm.
13. Pinching or pulling hair: Intentionally causing pain or injury by pinching or pulling the child's hair.
14. Forceful confinement: Locking the child in a small space, like a closet or room, for extended periods, or physically restraining them in a painful or threatening manner.
15. Excessive physical punishment: Using physical punishment that is disproportionate to the child's behavior, or using it as a primary method of discipline, which can lead to physical injury and emotional trauma.

1. PARENTING PLAN: The following parenting plan shall govern the parties to-wit:

   a. **DEFINITIONS:**

      i. Adult issues: Child related issues surrounding finances, parent-time, subjects beyond the child's maturity, changes to parenting responsibilities, any issue which

the child has no control over that will reasonably cause stress.

ii. Advance Notice: 72 hours in advance of an actual event.

iii. Compliance: Routine obedience to terms of the parenting plan - not perfection.

iv. Confer: Actively seeking the opinion/advice of a co-parent and conveying any decision made as a result of said communication to a co-parent.

v. Co-parent: The other parent of the child.

vi. Co-parenting: The lifestyle of working together for the goal of raising the children to be the best, most well-adjusted, and happiest children possible—transitioning into the best, most well-adjusted, and happiest adult possible.

vii. Custody: This word is never used alone in the Parenting Plan because it is too vague and has too many meanings for too many people.

viii. Day-to-day decisions: Any and all routine parental decisions that do not interfere with decisions designated “major” or “moderate.”

ix. Gate keeping: When one parent controls the flow of information about the child. This can only occur when one parent does not have access to the source of information.

x. Major decisions: Non-emergency surgery, long-term prescription medication, school/teacher selection, and other life-altering decisions.

xi. Moderate decisions: Religious ordinances, emergency medical treatment, extra-curricular activities that affect a co-parent’s awarded time, haircuts, piercings and similar decisions.

xii. Non-compliance: Three or more failures to follow the Parenting Plan.

xiii. Parent-time: The actual time awarded to a parent to care for a child.

xiv. Reply Notice: 36 hours in advance of an actual event.

b. **FIRST PERSON RECITATIONS:** Each party shall adhere to the following in the first person to-wit:

i. I understand that the court is the "boss" of this case and that I don't get to make my own rules at any point. I am willing to work hard and I agree to be a flexible Co-parent. I agree that Co-parenting is the lifestyle that will give our child the best chance at success in life and that it is in the best interest of our child.

ii. I will look for the positive qualities of my Co-parent. I understand that our child will view themselves as ½ me and ½ my co-parent. I shall abide by the Platinum Rule and treat my Co-Parent exactly the way I want to be treated by my Co-parent.

iii. I shall actively promote our child's positive relationship and opinion of my Co-parent [I am not required to lie to do so. However, I shall not disclose information that is inappropriate for our child].

iv. I shall not bother, harass, annoy or threaten my Co-parent.

v. I will focus ninety-percent [90%] of my efforts on my own Compliance in this parenting plan and only ten-percent [10%] on my Co-parent's Compliance.

vi. I understand that my Co-parent may have lapses of judgment, will act human, or may "mess" up. Providing our child is not injured or likely to suffer physical or emotional harm, I will give my Co-parent the benefit of the doubt and provide them

with a pass [as undoubtedly, I will require my own pass someday]. If I repetitively take advantage of receiving a pass without correcting the behavior then the court should sanction me sufficiently to rectify my Non-Compliance and to prevent future occurrences.

vii. I understand that my Co-parent's parenting style may be different than mine; however, this does not make it worse. I will embrace the positive and not focus on changing my Co-parent.

viii. I know that no parent ever gets enough time with their child. I will cherish my time and use it wisely.

ix. I understand that it will never be acceptable to use our child as a confidante or counselor on Adult issues.

x. I understand our child will continue to mature. As our child's needs/interests change I shall utilize my best efforts to coordinate any appropriate changes with my Co-parent. Neither of us can unilaterally make any changes.

xi. Any modifications shall be written and signed by both parties.

c. **COMMUNICATION/INFORMATION:**

i. Communication about Adult Issues shall occur between the parties only. This means that in the event that one or both of the parties have a significant other/marry, the parties will continue to communicate with one another and not communicate instead through their new spouse or any other third party. In the event that communication with our child regarding Adult Issues becomes necessary, it

shall be done jointly with my Co-parent.

ii. Communication with my Co-parent shall be via text unless there is an emergency necessitating a phone call.

iii. Communication with my Co-parent shall be peaceful, civil, and non-abusive.

iv. Communication with my Co-parent shall only be about our child and any concerns or issues relating to our child.

v. Communication with our child shall not disparage, harm or alienate my Co-parent.

vi. Communication with our child shall positively reinforce the good qualities of my Co-parent.

vii. I shall Confer with my Co-Parent on Major Decisions and Moderate Decisions and utilize Advance Notice and Reply Notice.

viii. I shall create my own relationships with our child's teachers, doctors, coaches and friends. I shall obtain Child related information for myself and freely exchange this information with my Co-parent.

ix. I shall notify my Co-parent immediately in the event of a medical emergency. I shall notify my Co-parent when our child is ill and shall not utilize it as a means to interfere with parent-time. My Co-parent is competent to care for our child during illness. Nevertheless, our child’s comfort should be placed ahead of my desires. I will give details on medication for our child and any dosages necessary. I will administer properly prescribed medication as instructed.

x. Each child has one life and two homes. She will reap the benefits from knowing

that both of us know about, and are involved in, his significant life events, whether those are positive or negative. To foster consistency, predictability, stability and continuity of care for Child, we will communicate regularly regarding his routines, activities and experiences. I know that in order to make this situation as beneficial as possible for our child, I will not be verbally abusive in any way while communicating with my Co-Parent.

xi. All communications, written or otherwise, will be child-focused, cordial and to the point about the child. We will remain courteous and polite in communications with each other at all times. In addition, we will refrain from including information that reflects our personal opinions and feelings about the other parent and concentrate on deciding what is in our child's best interests. Any concerns or questions are permitted and will be presented neutrally without blame or criticism. There will be mutual respect for differences in parenting style and approach between the homes.

xii. I shall allow our child to have liberal phone and other contact with my Co-parent during reasonable hours. This shall not be abused by either parent [a short phone call or contact a day is plenty for our child so it will have to be plenty for me too]. I shall not take away the phone my co-parent and I have agreed to provide for our child without first discussing doing so with my co-parent.

d. **DECISION MAKING/DISPUTE RESOLUTION:**

i. Each of us shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, we will seek input from treating

physicians/educators. Both of us shall be provided with the input.

ii. If we cannot agree after making a good faith effort to come to an agreed upon decision either party has the right to seek review thereof through court. However, we shall attend one good faith session of mediation prior to bringing the issue before the Court.

e. **TRANSPORTATION, TRAVEL AND LOCAL RELOCATION:**

i. I shall have our child ready and able to leave with my Co-parent at the scheduled time for pick-up. I understand that my Co-parent has plans, schedules, and other constraints on their time. I shall be considerate of this by demonstrating routine timeliness. I shall make the transition quickly, without fanfare or drama.

ii. I will ensure that I will be timely for parent-time exchanges. If I am more than 30 minutes late without notifying my Co-parent, and for good reason, I understand that I will forfeit that parent-time.

iii. If I travel with our children out of state, I will give my Co-parent at least 14 days advance notice and provide them with a phone number and address for emergencies. When travelling I will make reasonable efforts to facilitate communication with my Co-parent. If our child requires a passport for travel, we will both assist in obtaining our child's passport.

iv. I shall provide my Co-parent current contact information within 24 hours of any local change of address.

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f. **<u>ACTIVITIES</u>:**

i. The parents will not sign the children up for any extracurricular activity without first discussing the activity with the other parent.

ii. If the parents agree on the activity in writing, they will each pay 1/2 of the cost and ensure the children attend the activity during their scheduled parent time.

iii. If the parents do not agree on the activity, one parent may sign the children up for an activity and the other parent has no obligation to pay for the activity or make the children available for the activity during their parent time.

iv. Both parties have the right to know about and attend all school, religious, and extra-curricular activities of our child.

v. I shall make reasonable efforts for our child to attend special family functions. I shall not abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent [i.e. weddings, extended family reunions, friends' birthday parties, or important ceremonies].

vi. If I have joint physical custody of our child then it is my duty to ensure that our child has the opportunity to be exposed to many good activities. If I am selfish in how my parent-time is spent this cannot occur—as I enjoy a substantial portion of our child's time. If I do not have joint physical custody of our child then it is still my duty to ensure our child has the opportunity to be exposed to many good activities. If I am selfish in how my parent-time is spent this is less likely to occur.

Therefore, it is encouraged that I cooperate and listen to our child's wishes and desires regarding the activities our child would like to participate in.

vii. I realize that there will be times that activities and/or events will fall on my parent-time. We recognize the importance of the child being able to celebrate special occasions with family and good friends and every effort will be made for him to attend. This applies when either of us would like to have the child for a special occasion when the scheduling of this occasion is out of our control.

viii. I will not withhold fun activities our child would like to participate in just because it is my parent-time. I acknowledge that if I do so it is more about me than our child and will correct the decisions to reflect what is in the best interest of our child.

ix. I can enroll our child in activities that do not require involvement of my Co-parent. By doing so I recognize my Co-parent will not be sharing the cost and understand that the activity shall not interfere with their parent-time.

x. We shall encourage Child to fully participate in her activities and lessons. It is understood that the child will attend these activities reasonably and consistently, and the resident parent is responsible for transportation to and from the activities.

xi. When Child participates in "public events" and both of us and/or our guests attend, Child shall be directed by the resident parent to connect with the non-resident parent before and after the event. The resident parent shall communicate to the child that she can take a few minutes after the event to speak to her non-resident parent and the resident parent will be waiting for her. Both parties will be cordial

whether it is verbal or non-verbal.

xii. I shall discuss any proposed changes to the parent-time schedule with my Co-parent prior to talking with our child about any activity that I want them to be involved in.

xiii. I shall help our child to complete any homework our child has received during my parent-time.

xiv. I shall make our child's activities comfortable and enjoyable for our child, and remember that my own needs are inferior.

g. **APPROPRIATE LIVING ARRANGEMENTS FOR THE CHILDREN:**

i. That the parties shall maintain a separate residence suitable for the children during their parenting time. The residence shall provide at least one room for the children, which they may share, and shall be appropriate for their safety, comfort, and well-being.

ii. Ben shall not reside with his parents unless the residence provides adequate privacy and space for the children.

iii. Ben shall not reside at Hill Haus [Snowbasin employee housing] when he has the children.

iv. The parties shall prioritize the children's best interests in ensuring that the living arrangements support their stability, comfort, and routine.

h. **ENVIRONMENT:**

i. While caring for our child I shall not consume any intoxicant or other substance to impairment. I shall not smoke in the presence of our child nor permit third parties

to do so.

ii. While caring for our child I shall not have any inappropriate or explicit viewing material available or on while the child is in my care. This is to include but not limited to unacceptable materials based on the age of the child that could be viewed on the television, computer, laptop, cellphone, IPAD or any other electronic device. I will also not have any inappropriate materials within reach such as book, pictures, etc.

iii. I shall prevent anybody from disparaging my Co-parent or other individual significantly bonded to our child. I shall control my own extended family and make sure that their conduct and behaviors are consistent with these terms.

i. **EDUCATION:**

i. For purposes of school location, the children shall attend school based on Holly's residence so long as they continue to attend their current schools and feeder 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 the teachers or respective school administrators.

ii. We will each contact the school and provide our name and contact information. The school will have the names and contact information for both parents to call in case of an emergency. We will notify one another of any changes to the contact information.

iii. We may attend parent-teacher meetings together or separately.

iv. 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, etc.] incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, 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.

j. **CLOTHING, BELONGINGS AND CELLPHONES:**

i. We will each have toiletries, pajamas and as many belongings as possible for the child in our own homes. These items will not travel back and forth.

ii. We will ensure that any clothing, electronic devices or toys that move between the two homes rotate freely and are returned promptly.

iii. We will have the equal responsibility for the purchase of winter and other expensive clothing and footwear, and ensure that if it is worn to the other parents' home that it is returned with the child.

iv. We acknowledge that facetime and telephone communication are alternate forms of access that can be beneficial for the child. The child will not be provided an actual cell phone until Holly feels that he is of age to have one, whether it be a gab phone or a cell phone. Once the child is provided either kind of phone all parental controls

will be added. The parents will share equally the phone expenses including the cost of the phone and the phone plan. The parties will work out a plan for paying the bills, rules for the phone, when to turn it on and off in their home and any other regulatory needs.

k. **SOCIAL MEDIA:**

i. We will protect the privacy and safety of Child and each other by limiting Child's exposure on social media:

1. The privacy settings will be adjusted so that only family and/or close friends can view the photographs of Child.
2. Neither of us will post on social media comments about our co-parent or disputes between us. This includes any derogatory references about coparenting or suggestions our co-parent is incompetent, incapable, unsafe, and/or unstable.
3. Family members and friends will be expected to comply with the above terms.

l. **FIRST RIGHT OF REFUSAL:** Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available for four [4] hours or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

m. **STEPPARENT:** I understand that a stepparent is likely to be involved at some point with our child—whether by myself or through my Co-parent. I will value the positive

aspects of any stepparent introduced into the relationship. I will ensure any stepparent I introduce to the relationship does not overstep their limited role. The role of a stepparent is to support, not supplant, a Co-parent.

n. **INTRODUCTION OF SIGNIFICANT OTHERS:** Unless otherwise agreed by the parties, in writing, neither party shall knowingly or intentionally introduce the minor children to a romantic partner or significant other unless that party has been in a committed dating relationship with that individual for at least six (6) consecutive months. The parties shall not circumvent this provision by personally arranging incidental or informal contact between the children and the romantic partner before the six-month period has elapsed.

o. **CONCLUSION:** If the court finds my actions to be dishonest, deceptive or frivolous, or finds me in Non-compliance, then it should sanction me. I shall routinely review each and every provision of this parenting plan and ignorance will not be a defense.

2. CHILD SUPPORT:

a. The parties acknowledge that child support has been reviewed pursuant to the Utah Child Support Guidelines and based upon the parties' respective gross monthly incomes and equal parent-time arrangement.

b. For purposes of child support calculations, the parties are currently earning similar incomes. Holly is earning $10,165.28 per month and Ben is earning $9,966.67 per month. Ben is awarded 183 overnights and Holly is awarded 182 overnights, resulting in a child support amount of $39.

c. Pursuant to Utah Code § 81-6-202(9), due to the minimal amount, unless child support changes this amount will be waived by the parties.

d. The funds deposited into the account shall be preserved and used solely for expenses that directly benefit the children, including, but not limited to, educational expenses, school fees and supplies, extracurricular activities, tutoring, technology or computer expenses, vocational or post-secondary education or training, transportation expenses, the purchase of or contribution toward a vehicle when a child reaches an appropriate age, medical or dental expenses not otherwise reimbursed, or other reasonable expenses incurred for the education, development, health, transportation, or welfare of the children.

e. Neither party shall use funds from the account for his or her own personal expenses. Any funds remaining in the account when the children reach the age of majority may continue to be used for their post-secondary education, vocational training, transportation, housing associated with education or training, or other reasonable expenses incurred for their benefit.

f. The parties acknowledge that child support may be modified in the future pursuant to Utah law upon a substantial material change in circumstances.

3. CHILDCARE COSTS:

a. The parties shall equally share any out-of-pocket childcare costs incurred solely for the purpose of working [Utah Code §81-6-209].

b. If an actual expense for childcare is incurred, a parent shall begin paying his or her

share on a monthly basis immediately upon 1) presentation of reasonable but verifiable proof of the out-of-pocket childcare expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school [Utah Code §81-6-209]

c. The parent incurring the childcare expense shall provide written verification of the cost and identity of a provider to the other parent upon initial engagement of a provider. The custodial parent shall notify the other parent of any change in provider or expense within thirty [30] calendar days of the change.

d. The parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

4. HEALTH INSURANCE:

a. Code. That Ben shall maintain health insurance for and on behalf of any minor child of the parties so long as it is available through his employment [Utah Code § 81-6-202(10)].

b. Apportionment of Medical Insurance Premium. Each party shall pay one-half of the minor child's portion of the medical, dental, and vision insurance premium. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children. If the children are under double coverage, each party shall pay their own insurance premium costs.

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c. Out-of-Pocket Costs. Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays, and other such reasonable expenses associated with the child.

d. Reimbursement. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within thirty [30] days of payment. The other party shall reimburse their one-half within thirty [30] days of receipt of the verification.

e. Compliance. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party incurring the expenses fails to comply with this section.

f. Double Coverage. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the parent with better coverage shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the other shall be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party shall pay a portion of the other party's premium—regardless of any disparity in

the premium cost [Utah Code § 81-6-208].

5. INCOME TAX DEDUCTIONS:

   a. That Holly is awarded the right to claim L.G.A. in even years.

   b. That Ben is awarded the right to claim G.H.A. in even years.

   c. That the parties shall alternate every other year until there is one minor child remaining.

   d. When there is only one minor child, Holly will claim the child in odd years, and Ben will claim the child in even years.

6. REAL PROPERTY: That the home and real property ["Home"] located at 1663 Rushton St. Ogden, UT 84401, is awarded to Holly along with any equity therein, subject to the terms set forth below.

   a. The parties acknowledge and agree that the Home has an appraised value of Three Hundred Ninety Thousand Dollars [$390,000.00] and is subject to an approximate mortgage balance of Ninety Thousand Dollars [$90,000.00], leaving an estimated equity value of Three Hundred Thousand Dollars [$300,000.00]. The parties shall equally divide the net equity in the Home.

   b. The parties acknowledge that the net equity in the Home is approximately Three Hundred Thousand Dollars [$300,000.00], resulting in each party having an estimated one-half equity interest of One Hundred Fifty Thousand Dollars [$150,000.00].

      i. The parties further agree that Holly shall receive a credit against Ben's equity interest in the total amount of Twenty-Five Thousand Dollars [$25,000]. Accordingly, Holly shall pay Ben the sum of One Hundred Twenty-Five Thousand

Dollars [$125,000.00] as and for Ben's full and final equity interest in the Home. This payment shall be made at or before the closing of Holly's refinance of the Home, unless otherwise agreed by the parties in writing.

ii. Holly shall be solely responsible for any and necessary costs directly associated with her refinance of the Home, including lender fees, appraisal fees, title fees, escrow fees, recording fees, and other customary refinance closing costs.

iii. Holly shall assume all liability, debt, and encumbrances associated with the Home and indemnify and hold harmless Ben from any and all liability, debt, and encumbrances associated with the same.

iv. Holly shall have ninety [90] days to refinance the home and remove Ben's name therefrom.

v. If Holly is unable to refinance the Home and pay Ben his equity interest within ninety [90] days of entry of the Decree, the parties shall immediately confer in good faith regarding either an agreed extension, alternative financing, or sale of the Home. If the parties cannot agree, either party may seek further order of the Court regarding enforcement, sale of the Home, or other equitable relief.

vi. Holly shall prepare a Quit Claim Deed, and Ben shall sign the Quit Claim Deed within thirty [30] days of Holly paying him his One Hundred Twenty-Five Thousand Dollars [$125,000.00] share of the equity therein.

vii. Ben shall move out of the home no later than thirty [30] days after the entry of the Decree; thereafter Holly shall be solely responsible for all debts and encumbrances

in the home until it is sold or refinanced into her individual name. Ben shall also be held harmless from any failure for Holly to maintain her share of the obligations in the Home moving forward.

viii. That the parties are restrained from disposing, transferring, selling or otherwise encumbering any real property that either party considers to be at issue.

7. PERSONAL PROPERTY:

i. Holly is awarded her pre-marital personal property, any gifts she has received during the marriage, and the personal property currently in her possession. In addition, Holly is specifically awarded the following property to-wit, but not limited to:

1. Her 2016 Audi;
2. Her wedding ring;
3. Her bedroom set;
4. The kids' bedroom furniture;
5. Her snow/ski gear and accessories;
6. All holiday décor;
7. All décor in the home;
8. The piano;
9. The grandfather clock;
10. Wooden skis;
11. Lift chair;

12. Her tools including the circular saw and table saw;
13. Washer & dryer;
14. One tent from Ben's recreational equipment;
15. Dishes;
16. Paintings by her grandmother; and
17. Shadow and Buddy the family pets.

ii. Ben is awarded his pre-marital property, any gifts he has received during the marriage, and the personal property currently in his possession not otherwise awarded to Holly above. In addition, Ben is specifically awarded the following property to-wit:

1. His Land Cruiser;
2. His Land Rover;
3. His Volvo;
4. His Off-road/Overlanding equipment;
5. His personal recreation equipment;
6. Any home/holiday décor that was gifted to him;
7. His tools; and
8. His bikes.

iii. That any other marital property shall be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties shall mediate any dispute thereto prior to bringing the action before the court.

iv. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

v. All property shall be exchanged within thirty [30] days of the entry of the Decree.

8. BANK ACCOUNTS:

i. That all joint financial accounts shall be equitably divided between the parties. The joint account should be awarded to Holly after the funds have been split equitably between the parties. Any significant withdrawals from the parties joint accounts, not agreed upon, shall be added back in for purposed of dividing such accounts.

ii. That Ben shall not withhold any actions reasonably necessary to facilitate the removal of his name from the joint account.

iii. That the parties are each awarded any bank accounts in their own name free and clear of any claim of the other.

iv. That the children's bank accounts shall be awarded to the children and neither party shall make any withdrawals from such account for any purpose other than for the relevant child's direct benefit, unless otherwise agreed in writing. Both parties shall both likewise maintain access to any current accounts associated with their children.

v. That the parties are restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

vi. All property shall be exchanged within thirty [30] days of the entry of the Decree.

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9. OCCUPATIONAL THERAPY: That neither party shall prohibit the other from participating in and/or attending the children's occupational therapy sessions.

10. DEBTS:

    i. The parties shall pay any and all debts incurred in their individual name since the parties' separation, considered the date of the filing of the Petition for Divorce.

    ii. Holly shall pay the following debt:

        1. Any debt she has acquired from date of separation;

        2. The America First car loan for her 2016 Audi; and

        3. Holly's student loan debt.

    iii. Ben shall pay the following debt:

        1. Any debt he has acquired from the date of separation; and

        2. His America First car loan.

    iv. The parties shall equally divide any other marital debts not otherwise identified for accounted for herein above.

11. ALIMONY: That no alimony is awarded to either party whether past, present or future.

12. RETIREMENT BENEFITS: The parties shall equally divide their retirement accounts with each receiving ½ of the martial portion accumulated during the marriage. The parties will equally share the cost associated with splitting the accounts, if any. The parties will work together within thirty [30] days from the date of the Decree to get the QDRO prepared and submitted. The parties agree to use Rori Hendrix to prepare and file the QDRO.

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13. MAIDEN NAME: That Holly is restored to her maiden name of Holly Williams, if and when she so desires.

14. ATTORNEYS FEES: Each party shall pay their own attorney fees.

15. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

    a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.

    b. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.

    c. Unless otherwise agreed the foregoing shall be completed within thirty [30] days of the entry of the Decree.

****************END OF DOCUMENT****************

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

RULE 7 NOTICE

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above entitled court seven 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.

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

/s/Jonathon Yukon
Jonathon Yukon
Attorney for Benjamin Ahern

CERTIFICATE OF SERVICE

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

Jonathon Yukon 433 N 1500 W Marriott-Slaterville, UT 84404 jon@utah-lawfirm.com	X E-Mailed Facsimile Hand delivery E-Filed

The foregoing was performed on September 23, 2026.

/s/ Tammy Cragun
Paralegal